



Jeffer Mangels
Butler & Marmaro LLP

Kenneth A. Ehrlich
Direct: (310) 785-5395
Fax: (310) 712-3395
KEhrlich@jmbm.com

1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067-4308
(310) 203-8080 (310) 203-0567 Fax
www.jmbm.com

Ref:
58038-0043

May 18, 2006

Kim Muratore
Case Developer (SFD-7-B)
United States Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, CA 94105

Re: Our client: CalMat Co. dba Vulcan Materials Company, Western Division
("CalMat")
March 28, 2006 General Notice Letter and CERCLA § 104(e) Information
Request

Dear Ms. Muratore:

Our office represents CalMat. Please find enclosed CalMat's responses to questions 1-20 from the CERCLA § 104(e) information request referenced above. In accordance with a an agreement between CalMat and the EPA, CalMat intends to respond to questions 21-37 under separate cover by May 31, 2006.

Please contact our office with questions or comments.

Very truly yours,

KENNETH A. EHRLICH,
a Professional Corporation of
Jeffer, Mangels, Butler & Marmaro LLP

KAE:pfl

San Fernando Valley/North Hollywood Superfund Site
First Round of Responses
(Responses to questions 1-15 postmarked by Friday May 19)

The CalMat Co. dba Vulcan Materials Company, Western Division ("CalMat" or the "Company") responds to the United States Environmental Protection Agency, Region IX's March 28, 2006 General Notice Letter and CERCLA Section 104(e) Information Request ("Information Request") without prejudice and reserving all of its legal rights and waiving none. CalMat reserves all of its legal rights and objections to the Information Request, and submits the following without prejudice.

1. State the full legal name, address, telephone number, position(s) held by, and tenure of the individual(s) answering any of the questions below on behalf of the Company.

Response:

* **Brian Anderson**
(Manager Environmental Services)
3200 San Fernando Road
Los Angeles, CA 90065
619-767-9437

* **Bill Bennet**
(Supervisor Landfills)
16016 Foothill Blvd.
Irwindale, CA 91706
626-856-6184

* **Answering on Behalf of Company:**
CDM, Inc.
18581 Teller Ave., Suite 200
Irvine, CA 92612
949-752-5452

2. Identify the individuals who are or were responsible for the environmental matters at 7361 Laurel Canyon Blvd., North Hollywood, California (the "Laurel Canyon Facility"), during the period of time that the Company has owned the Laurel Canyon Facility.
Henceforth, the term "Laurel Canyon Facility" shall be interpreted to include both the real property at 7361 Laurel Canyon Blvd., North Hollywood, California, and any improvement thereto.
For each individual responsible for environmental matters, provide the name of the company for whom the individual worked, his/her full name, current or last known address, current or last known telephone number, position titles, and the dates each individual held such position.

The Company's response should include individuals responsible for environmental matters under each business that operated at the Laurel Canyon Facility, including when it was operated as the Hewitt Pit Landfill, as well as any subsequent operations.

Response:

*** During the period of time CalMat has owned/operated at the Laurel Canyon Facility (10/26/1923 to present):**

**Tony J. Lucero
CalMat Co.**

Personal Privacy

12/29/1980 – 4/03/1999: Director of Safety/Environment Affairs from:

**Brian Anderson
CalMat Co.
3200 San Fernando Road
Los Angeles, CA 90065
619-767-9437
9/03/02 – 09/28/03: Manager Permitting & Compliance
9/29/03 – Current: Manager Environmental Services**

**Cynthia Kirby
CalMat Co.
3200 San Fernando Road
Los Angeles, CA 90065
323-474-3229
02/01/00 – 12/31/00: Manager Division Safety (Corp Loan)
01-01/01 – Current: Manager SHE**

3. Identify the individuals who are or were responsible for the environmental matters at 9361 Glenoaks Blvd., Sun Valley California (the "The Glenoaks Blvd. Facility"), during the period of time that the Company has owned the Glenoaks Blvd. Facility. Henceforth, the term "Glenoaks Blvd Facility" shall be interpreted to include both the real property at 9361 Glenoaks Blvd., Sun Valley, California, and any improvement thereto.

For each individual responsible for environmental matters, provide the name of the company for whom the individual worked, his/her full name, current or last known address, current or last known telephone number, position titles, and the dates each individual held such position.

The Company's response should include individuals responsible for environmental matters under each business that operated at the Glenoaks Blvd. Facility, including when it was operated as part of the Gregg Pit/Bentz Dump, as well as any subsequent operations.

Response:

The Company did not have a specifically designated environmental manager for the Glenoaks Blvd. Facility during this period of time.

4. Identify the individuals who are or were responsible for the environmental matters at 9228 Tujunga Avenue, Sun Valley California (the "The Tujunga Avenue Facility"), during the period of time that the Company has owned the Tujunga Avenue Facility. Henceforth, the term "Tujunga Avenue Facility" shall be interpreted to include both the real property at 9228 Tujunga Avenue., Sun Valley, California, and any improvement thereto.

For each individual responsible for environmental matters, provide the name of the company for whom the individual worked, his/her full name, current or last known address, current or last known telephone number, position titles, and the dates each individual held such position.

The Company's response should include individuals responsible for environmental matters under each business that operated at the Tujunga Avenue Facility, including when it was operated as part of the Gregg Pit/Bentz Dump, as well as any subsequent operations.

Response:

CalMat did not have a specifically designated environmental manager for the Tujunga Avenue Facility during this period of time.

5. Explain the Company's present operational status (e.g., active, suspended, defunct merged, or dissolved).

Response:

The Company is an active Delaware corporation qualified to conduct business in California.

6. Provide the date the Company was incorporated, formed, or organized.
Identify the State in which the Company was incorporated, formed, or organized.

Response:

**The Company was incorporated January 28, 1929 in Delaware
Source: Articles of Incorporation**

7. Identify the business structure (e.g. sole proprietorship, general partnership, limited partnership, joint venture, or corporation) under which the Company currently exists or

operates and identify all former business structures under which it existed or operated since 1929.

Response:

The Company is a corporation.

Source: Articles of Incorporation

8. For each business structure under which the Company has existed or operated at each of the Laurel Canyon, Glenoaks Blvd., and Tujunga Avenue Facilities (collectively, "the Facilities") since 1929, provide the corresponding dates that the Company existed or operated under that business structure, the name(s) it used, and the addresses at which it operated or was otherwise located.

Response:

Laurel Canyon:

- **Dates the Company existed or operated as a corporation at the Facilities and the name we operated under:**
 - 10/26/1923 – Acquired by Consumer Rock & Gravel Company**
 - 4/1972 – Operated under the name Conrock**
 - 6/1984 – Operated under the name CalMat Co.**
 - 3/22/1988 – CalMat Properties Co.**
- **The address or location: 7361 Laurel Canyon Blvd.
North Hollywood, CA**

Glenoaks Blvd:

- **Dates Company existed or operated as a corporation at the facilities. The name Company operated under:**
 - 12/01/1987 – 9/12/1988: CalMat Land Company**
- **The address or location: 9361 Glenoaks Blvd.
Sun Valley, CA 91352**

Tujunga Avenue:

- **Dates Company operated as a corporation at the facility. The names the Company operated under:**
 - 12/1/1987 – 10/13/1994 under CalMat Land Company**
 - 10/13/1994 – 12/31/01 under CalMat Properties Co.**
 - 1/01/2002 - 4/01/2002 under CalMat Co.**
- **The address or location: 9228 Tujunga Avenue
Sun Valley, CA 91352**

9. Provide a copy of the articles of incorporation, partnership agreement, articles of organization, or any other documentation (together with any amendments) demonstrating

the particular business structure under which the Company has existed or operated since 1929.

Response:

Articles of Incorporation attached.

10. If the Company is or was operating under a fictitious business name, identify the fictitious name and the owner(s) of the fictitious name, and provide a copy of the Fictitious Business Name Statement filed with the county in which the Company is or was doing business.

Response:

Fictitious Business Name: Vulcan Materials Company, Western Division

Owner: CalMat Co.

Los Angeles County Fictitious Business Name Statement attached.

11. Identify and explain any and all sales of the Company's assets if the sale represented a sale of substantially all of the Company's assets.

Response:

Not Applicable

12. Identify and explain any investments by the Company in other businesses, companies, or corporations equating to 5% or more of that other business company, or corporation from the formation of the Company to the present.

Response:

Due to the voluminous amount of data required to answer this request, the information is not available at this time. The Company has undertaken many business ventures since its founding many decades ago in which it invested or acquired 5% or more of other business entities. The Company is attempting to assemble responsive information in connection with entities that have a relation to the operations at the subject properties.

13. List the names, titles, telephone number(s), and current or last known addresses of all of the individuals who are currently or were officers and/or owners of the Company during any time the Company was operating any of the Facilities, regardless of the business structure under which the Company is or was operated
Provide documentation of both the percentage of each individual's current or former ownership interest in the company and the period(s) during which he/she held this ownership.

Response:

Re: Officers – The Company has had many officers during the course of operations over the years. Due to the voluminous amount of data required to answer this request, the information is not available at this time.

Re: Ownership Interest: The Company's parent entity has been a publicly traded company for many decades and it does not maintain this information in any readily accessible form. Therefore, due to the voluminous amount of data required to answer this request, the Company is attempting to assemble the requested information but the information is not available at this time.

14. Identify the dates the Company, under any of its current or former business structures, owned each of the Facilities.
Provide a copy of the title documentation evidencing the Company's ownership sale of each of the Facilities.

Response:

a. Laurel Canyon:

**Date owned: 10/26/1923 – Acquired by Consumer Rock & Gravel Company
4/1972 – Operated under the name Conrock
6/1984 – Operated under the name CalMat Co.
3/22/1988 – CalMat Properties Co.**

Title Documentation attached.

b. Glenoaks Blvd:

**Dates we owned: 12/01/1987 – 9/12/1988: CalMat Land Company
Title Documentation attached.**

c. Tujunga Avenue:

**Dates we owned: 12/1/1987 – 10/13/1994 under CalMat Land Company
10/13/1994 – 12/31/01 under CalMat Properties Co.
1/01/2002 - 4/01/2002 under CalMat Co.**

Title Documentation attached.

15. For any period of time in which the Company, under any of its current or former business structures, owned any of the Facilities, provide the names, addresses, and phone numbers of any tenants or lessees.
Provide a copy of each lease, rental agreement, or any other document that establishes the Company's relationship to any other operators at the Facilities

Response:

a. Laurel Canyon:

Laurel Canyon Holdings, LLC

Personal Privacy

(Current Tenant)

**I.V. Auto Salvage Co.
11625 Vanowen Street
North Hollywood, CA 91605
818-982-9053**

**Insurance Auto Auctions
2500 Sand Hill Road
Suite 101A
Menlo Park, CA 94025
OR
850 E. Algonquin Rd.
Suite 100
Schaumburg, Illinois 60173**

**Allstate Insurance Company
725 W. Town & Country Road
Orange, CA 92668-4703**

**United Road Services
7245 Laurel Canyon Blvd.
818-982-2937**

**L.A. Auto Salvage
15150 Erwin Street
Van Nuys, CA 91411**

Wimsatt Concrete Inc.

Personal Privacy

**Desmonds Studio Production Services
P.O. Box 15817
North Hollywood, CA 91615-5817**

**Rent-A-Piece Inc.
P.O. Box 1097
Studio City, CA 91604**

**Jack Church, dba J.S.J. Equipment Rentals
Personal Privacy**

Personal Privacy

**Don Pomerantz
7361 Laurel Canyon
North Hollywood**

**Raul Cano
7361 Laurel Canyon
North Hollywood, CA**

**Laidlaw Transit Inc.
14801 Calisa Street
Van Nuys, CA 91411
818-989-1665**

**Insurance Auto Auctions
2500 Sand Hill Road
Suite 101A
Menlo Park, CA 94025**

(Copy of Lease Agreements to be Provided)

Glenoaks & Tujunga Facility (To Be Provided)

16. Provide the dates that the Company, under any of its current or former business structures, operated at the Facilities.

Response:

Laurel Canyon:

*** See response 14a**

Glenoaks Blvd:

*** See response 14b**

Tujunga Avenue:

*** See response 14c**

17. For any period of time in which the Company, under any of its current or former business structures, operated at, but did not own, any of the Facilities provide the name, address, and phone number of the Facilities owners.

Provide a copy of each lease, rental agreement, or any other document that establishes the Company's relationship to the real property owner during the Company's occupancy of the Facilities.

Response:

Laurel Canyon:

Not applicable

Glenoaks Blvd:

Not applicable

Tujunga Facility:

Not applicable

18. Identify any individual or entity that owned or operated any of the Facilities prior or subsequent to the Company.
For each prior or subsequent owner or operator of each of the Facilities, further identify:
- The dates of ownership/operation;
 - The nature of the prior or subsequent operations at each of the Facilities;
 - All evidence showing that prior or subsequent owner or operator controlled access to the property; and
 - All evidence that a hazardous substance, pollutant, or contaminant was released at any of the Facilities during the period of prior or subsequent ownership or operation.

Response:

a. Laurel Canyon:

- The dates of ownership/operation:
 - * **Owned by Fred W. Heatherly and Louise E. Heatherly until 10/11/1923.**
 - * **Documentation attached.**
- The nature of the prior or subsequent operations at each of the Facilities;
 - * **Information not known to the Company.**
- All evidence showing that prior or subsequent owner or operator controlled access to the property;
 - * **Information not in the Company's possession**
- All evidence that a hazardous substance, pollutant, or contaminant was released at any of the Facilities during the period of prior or subsequent ownership or operation.
 - * **None known**

b. Glenoaks Blvd:

- The dates of ownership/operation;
 - * **Owned by John D. Gregg and Lucela C. Gregg up 4/19/1949 then to California Materials Company on 5/3/1949.**
 - * **1/11/62 Bancroft Associate Grant Deed to L.E. Bancroft and Security First National Bank.**
 - * **1/12/1962 L.E. Bancroft and Evelyn H. Bancroft Grant Deed to Security First National Bank.**

- * 1/3/1964: Bancroft Associates Quitclaim Deed to California Portland Cement Company
- * 10/9/1967: Corporation Grant Deed from California Portland Cement Company to Consolidated Rock Products Co.
- * 10/11/1974: Quit-Claim Deed NRG NuFuel Company to California Portland Cement Co.
- * 12/18/1987: Corporation Grant Deed from California Portland Cement Company to CalMat Land Co.
- * 9/30/1988 Owned by Pick Your Part Auto Wrecking
- * Documentation attached.

- b. The nature of the prior or subsequent operations at each of the Facilities;
- * **Information not known to the Company.**
- c. All evidence showing that prior or subsequent owner or operator controlled access to the property; and
- * **Information not in Company's possession**
- d. All evidence that a hazardous substance, pollutant, or contaminant was released at any of the Facilities during the period of prior or subsequent ownership or operation.
- * **None known.**

Tujunga Avenue:

- a. The dates of ownership/operation;
- * **Owned by John D. Gregg and Lucela C. Gregg until 4/19/1949, then conveyed to California Materials Company thereafter.**
- * 1/11/62 Bancroft Associate Grant Deed to L.E. Bancroft and Security First National Bank.
- * 1/12/1962 L.E. Bancroft and Evelyn H. Bancroft Grant Deed to Security First National Bank.
- * 1/3/1964: Bancroft Associates Quitclaim Deed to California Portland Cement Company
- * 10/9/1967: Corporation Grant Deed from California Portland Cement Company to Consolidated Rock Products Co.
- * 10/11/1974: Quit-Claim Deed NRG NuFuel Company to California Portland Cement Co.
- * 12/18/1987: Corporation Grant Deed from California Portland Cement Company to CalMat Land Co.
- * 4/1/2002: Owned by Hayward and Associates
- * **Documentation attached.**
- b. The nature of the prior or subsequent operations at each of the Facilities;
- * **Information not known to Company.**
- c. All evidence showing that prior or subsequent owner or operator controlled access to the property; and
- * **Information not in Company's possession**

- d. All evidence that a hazardous substance, pollutant, or contaminant was released at any of the Facilities during the period of prior or subsequent ownership or operation.

* **None known.**

19: Provide a complete list of employees who had knowledge of the use of the hazardous substances and disposal of wastes at each of the Facilities during any or all of the period of time that the Company operated at or was otherwise associated with each of the Facilities.

For each employee listed, provide the following information:

- a. The employee's full name;
- b. The employee's current or last known address and telephone number, including the last known date on which you believe each address and telephone number was current;
- c. The dates that the employee worked at any of the Facilities;
- d. The position(s) the employee held under any of the Company's business structures; and
- e. The employee's job title(s) and the corresponding dates during which the Company believes that the employee would have had knowledge of the use and disposal of wastes.

Response:

Laurel Canyon:

- **Landfill operations at this facility occurred many years ago and ceased many years ago. Consequently, the Company is unable to identify any employees with knowledge of such activity.**

Glenoaks Blvd.:

- **Landfill operations at this facility took place many years ago and Company did not own property at the time filling took place. Consequently, the Company is unable to identify any employees with knowledge of such activity.**

Tujunga Avenue:

- **Landfill operations at this facility took place many years ago and Company did not own property at the time filling took place. Consequently, the Company is unable to identify any employees with knowledge of such activity.**

20. Describe the size of each of the Facilities, the approximate number of people employed by the Company at each of the Facilities, and the product(s) manufactured or services performed by the Company at each of the Facilities.

Describe any significant change in the Facilities' sizes, the number of employees, or the products manufactured over time.

Response:

Laurel Canyon

- **Size: 58.49 acres**
- **Number of people employed: 0**
- **Product(s) manufactured or services at Facility: Property excavated for sand and gravel and leased for landfill use. Property is currently leased for commercial/industrial use.**

Glenoaks Blvd.

- **Size : 44.530 acres**
- **Number of people employed: 0**
- **Product(s) manufactured or services at Facility: Prior owner use – property excavated and used for landfill. Current use as an auto parts dismantling facility .**

Tujunga Facility

- **Size : 8.76**
- **Number of people employed: 0**
- **Product(s) manufactured or services at Facility: Property is commercial/industrial use**

**Selected Property**

Owner : HAYWARD ASSOCIATES
Address : 9228 TUJUNGA AVE
City/State/Zip : SUN VALLEY CA 91352
APN : 2538-010-002

**Report Options**

Choose one of the options below for your printable report
Customize your Report

Complete Report
Complete Report(Spanish)**Print individual pages**

Cover Sheet
Property Profile
Sales Comparables
Transaction History
Detail Sales Comparables
Nearby HomeOwners
Demographics
Public Schools
Private Schools
Plat Map
Natural Hazard Brief
Crime
Document Request Form

Select New Property**Customize Your Report**

You may customize the content of your printable report by changing the options below and clicking the Update button

PREPARED FOR:

Name: _____
Company: _____
Address: _____
City, State & Zip: _____

Comparable Setting

- ☒ Auto Comparables
☐ Custom Comparables

Number of Sales 15
Bedrooms +/- 2
Bathrooms +/- 2
Square Footage +/- 25%
Year Built Range 0 to 9999
Age of Sales 18 Mo.

CUSTOMIZE YOUR CONTENT**Include these pages in complete report**

- ☒ Cover Page
☒ Property Profile
☒ Sales Comparables
☒ Transaction History
☒ Detail Sales Comparables
☒ Nearby HomeOwners
☒ Demographics
☒ Public Schools
☒ Private Schools

Property Profile*Chicago Title **Primary Owner:** HAYWARD ASSOCIATES**Secondary Owner:****Mail Address:** 1301 E ORANGEWOOD AVE
ANAHEIM CA 92805**Site Address:** 9228 TUJUNGA AVE
SUN VALLEY CA 91352**Assessor Parcel Number:** 2538-010-002**Phone:** - -**Census Tract:** 1211.00**Housing Tract Number:** 9329**Lot Number:** 9**Page Grid:** 502 -H7**Legal Description:** TRACT # 9329 LOT 9**Property Characteristics**

Bedrooms -	Year Built - 1950	Square Feet - 336 SF
Bathrooms -	Garage - /	Lot Size - 8.760 AC
Total Rooms -	Fireplace -	Number of Units - 1
Zoning - LAM3	Pool - /	Use Code - Industrial(General)



Transfer Date - 04/01/2002	Seller - N/A	Document # - BK-PG: -
Transfer Value - \$3,530,000		Cost Per Square Feet - \$10,506
First Loan Amount - N/A	Lender - N/A MTG	

Assessment & Tax Information

Assessed Value - \$3,815,569	Percent Improvement - 1.42%	Homeowner Exemption -
Land Value - \$3,761,519	Tax Amount - \$48,467.10	Tax Rate Area - 0-013
Improvement Value - \$54,050	Tax Account ID -	Tax Status - Current
Market Improvement Value -	Market Land Value -	Market Value-

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JOHN D. GREGG and LUCELA C. GREGG, husband and wife, do hereby

GRANT to CALIFORNIA MATERIALS COMPANY, a corporation

the real property in the County of Los Angeles, State of California, described as:

✓ PARCEL 1. Lots 1 to 10 inclusive, of Tract No. 9329, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 179 pages 9 and 10 of Maps in the office of the county recorder of said county.

✓ PARCEL 2. All of lot 2 in block 17 of the Los Angeles Land and Water Company's Subdivision of part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

EXCEPT therefrom that portion thereof described as follows:

Beginning at the most southerly corner of said lot 2; thence North 48° 38' East along the southeasterly line thereof 310.5 feet to the most easterly corner of said lot 2; thence North 41° 22' West along the northeasterly line thereof 140.28 feet; thence South 48° 38' West 310.5 feet to the southwesterly line of said lot 2; thence South 41° 22' East along the said southwesterly line 140.28 feet to the point of beginning.

✓ PARCEL 3. The southwesterly 140 feet of the northeasterly 170 feet of the northwesterly 280 feet of lot 3 in block 17 of the Los Angeles Land & Water Company's Subdivision of a part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

✓ PARCEL 4. The southeasterly 50 feet of the northwesterly 421.40 feet of lot 14 in Block 17 of the Los Angeles Land and Water Company's Subdivision of part of the Maclay Rancho in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

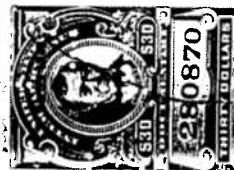
✓ PARCEL 5. All of lot 14 in block 17 of Los Angeles Land & Water Company's Subdivision of part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3, page 17 of Maps in the office of the county recorder of said county.

EXCEPT therefrom the northwesterly 521.40 feet.

ALSO EXCEPT from the remainder the southwesterly 185.50 feet and the northeasterly 62.5 feet thereof.



-1-



✓ PARCEL 6. Lots 12 and 24 in block 18 of Los Angeles Land and Water Company's Subdivision, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

✓ PARCEL 7. The southeast 140 feet of the northwest 421.4 feet of lot 15 in block 19 of Los Angeles Land and Water Company's Subdivision of a part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

✓ PARCEL 8. The southeast 140 feet of the northwest 281.4 feet of lot 15 in block 19 of Los Angeles Land & Water Company's Subdivision of a part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

✓ PARCEL 9. The southwesterly 155.25 feet of lot 15 in block 19 of Los Angeles Land and Water Co.'s Subdivision of a part of Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

EXCEPT therefrom the northwesterly 421.4 feet thereof.

✓ PARCEL 10. The northwesterly 141.40 feet of lot 15 in block 19 of Los Angeles Land and Water Co.'s Subdivision of a part of the Maclay Rancho in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

✓ PARCEL 11. All that portion of lot 16 in block 19 of Los Angeles Land and Water Co.'s Subdivision of a part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county, bounded and described as follows:

Beginning at the most westerly corner of said lot 16; thence northeasterly along the northwesterly line of said lot 16, to the most northerly corner thereof; thence southeasterly along the northeasterly line of said lot 16, a distance of 40 feet; thence southwesterly parallel to the northwesterly line of said lot 16, to a line parallel with and distant 230 feet northeasterly measured at right angles from the southwesterly line of said lot 16; thence southerly along a curve concave to the east tangent to said line which is parallel to said northwesterly line of said lot 16, and having a radius of 180 feet, an arc distance of 282.74 feet to a point of tangency in a line which is parallel with and distant 50 feet northeasterly, measured at right angles from the southwesterly line of lot 16; thence southeasterly along said last mentioned parallel line to the southeasterly line of

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said lot 16; thence southwesterly along said southeasterly line, 50 feet to the most southerly corner of said lot 16; thence northwesterly along the southwesterly line of said lot 16, to the point of beginning.

Subject to unpaid taxes, assessments, easements, covenants, conditions, reservations, restrictions and rights of way of record.

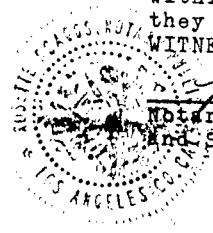
Dated: April 29, 1949.

John D. Gregg
Lucela C. Gregg

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On April 29 1949,
before me, the undersigned, a
Notary Public in and for said
County and State, personally
appeared JOHN D. GREGG and
LUCELA C. GREGG, husband and
wife, known to me to be the persons
whose names are subscribed to the
within instrument and acknowledged that
they executed the same.
WITNESS my hand and official seal.

(304)



Rastle Scaggs
Notary Public in and for said County
and State.

NOTARY PUBLIC
In and for the County of Los Angeles, State of California
My Commission Expires April 1, 1950

INSTRUMENT NO. 304
RECORDED AT REQUEST OF
TITLE INSURANCE & TRUST CO.

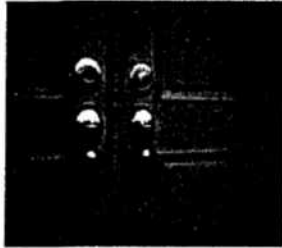
MAY 5 1949 AT 8 A.M.
BOOK 30007 PAGE 84
IN OFFICIAL RECORDS
County of Los Angeles, California
Fee \$ 2.80
NAME B. BEATTY, County Recorder
By A. Hansen Deputy

780/15 M

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**Selected Property**

Owner : HAYWARD ASSOCIATES
Address : 9228 TUJUNGA AVE
City/State/Zip : SUN VALLEY CA 91352
APN : 2538-010-002

**Report Options**

Choose one of the options below for your printable report
Customize your Report

Complete Report**Complete Report(Spanish)****Print individual pages**

Cover Sheet
Property Profile
Sales Comparables
Transaction History
Detail Sales Comparables
Nearby HomeOwners
Demographics
Public Schools
Private Schools
Plat Map
Natural Hazard Brief
Crime
Document Request Form

Select New Property**Customize Your Report**

You may customize the content of your printable report by changing the options below and clicking the Update button

PREPARED FOR:

Name: _____
Company: _____
Address: _____
City, State & Zip: _____

Comparable Setting

- ☒ Auto Comparables
☐ Custom Comparables

Number of Sales 15
Bedrooms +/- 2
Bathrooms +/- 2
Square Footage +/- 25%
Year Built Range 0 to 9999
Age of Sales 18 Mo.

CUSTOMIZE YOUR CONTENT**Include these pages in complete report**

- ☒ Cover Page
☒ Property Profile
☒ Sales Comparables
☒ Transaction History
☒ Detail Sales Comparables
☒ Nearby HomeOwners
☒ Demographics
☒ Public Schools
☒ Private Schools

Property Profile*Chicago Title **Primary Owner:** HAYWARD ASSOCIATES**Secondary Owner:****Mail Address:** 1301 E ORANGEWOOD AVE
ANAHEIM CA 92805**Site Address:** 9228 TUJUNGA AVE
SUN VALLEY CA 91352**Assessor Parcel Number:** 2538-010-002**Phone:** - -**Census Tract:** 1211.00**Housing Tract Number:** 9329**Lot Number:** 9**Page Grid:** 502 -H7**Legal Description:** TRACT # 9329 LOT 9**Property Characteristics**

Bedrooms -	Year Built - 1950	Square Feet - 336 SF
Bathrooms -	Garage - /	Lot Size - 8.760 AC
Total Rooms -	Fireplace -	Number of Units - 1
Zoning - LAM3	Pool - /	Use Code - Industrial(General)



Transfer Date - 04/01/2002	Seller - N/A	Document # - BK-PG: -
Transfer Value - \$3,530,000		Cost Per Square Feet - \$10,506
First Loan Amount - N/A	Lender - N/A MTG	

Assessment & Tax Information

Assessed Value - \$3,815,569	Percent Improvement - 1.42%	Homeowner Exemption -
Land Value - \$3,761,519	Tax Amount - \$48,467.10	Tax Rate Area - 0-013
Improvement Value - \$54,050	Tax Account ID -	Tax Status - Current
Market Improvement Value -	Market Land Value -	Market Value-

RECORDING REQUESTED

87-2023459

186

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME CalMat Land Co.
 ADDRESS 3200 San Fernando Road
 CITY & STATE Los Angeles, CA 90065
 ZIP Attention: Legal

RECORDED IN OFFICIAL RECORDS
 RECORDER'S OFFICE
 LOS ANGELES COUNTY
 CALIFORNIA

31 MIN.
 PAST 9 A.M. DEC 23 1987

FEE \$7 C
 2

Title Order No.

Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

The undersigned declares that the documentary transfer tax is \$ 0.00 *"The Grantors and Grantees in this conveyance are comprised of the same parties who continue to hold the same proportional interests in the property."* and is
☐ computed on the full value of the interest or property conveyed, or is
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in
☐ unincorporated area ☒ city of Los Angeles and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CALIFORNIA PORTLAND CEMENT COMPANY

a corporation organized under the laws of the State of California
 hereby GRANT(S) to

CalMat Land Co., a California corporation

the following described real property in the city of Los Angeles
 County of Los Angeles, state of California:

SEE ATTACHED EXHIBIT "A"

This is a transfer among members of an affiliated group, exempt from reassessment under Revenue and Taxation Code §64(b), and exempt from documentary transfer tax under Revenue and Taxation Code §11923(d). CalMat Land Co. and California Portland Cement Company are both wholly owned subsidiaries of CalMat Co., a Delaware corporation.

APN 2408-036-001; 2538-010-002,006; 2538-022-020

Dated December 18, 1987

STATE OF CALIFORNIA

SS.

COUNTY OF Los Angeles

On this day of December 19 87
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Mills

personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President, and

Scott Wilcott personally known to me or proved to me on the basis of satisfactory evidence to be

Secretary of the corporation that executed the within instrument, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Faye A. Barnes
 Signature of Notary

CALIFORNIA PORTLAND CEMENT COMPANY

BY

Vice President

BY

Secretary

FOR NOTARY SEAL OR STAMP



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE
 CalMat Land Co., Real Estate Property Manager, 3200 San Fernando Rd, L.A., CA
 Name Street Address City & State 90065

EXHIBIT "A"

PARCEL 1

Tract No 9329 (ex of st) Lot 6.

PARCEL 2

Tract No 9329 Lot 9.

PARCEL 3

(Ex of sts) Lots 12 and 24 Blk 18 Los Angeles Land and Water Cos
sub of a part of Macclay Rancho and (ex of sts) Lots 8 and 10
Tract No 9329.

PARCEL 4

*Tr=10627*Lot com at intersection of N line of P M 81-37-39 with
E line of Lot 15 th N on SD E line to most N cor of SD lot th W
at R/A to E line of Tujunga Ave (vac) 30 ft th S on c/l of SD
vac S to SW prolongation of SD N line th NE thereon to beg por
of vac st and por of Lot 15.

California Portland Cement Co.
P. O. Box 947
Colton, California 92324
Attn: William J. Conway

No dollar consideration involved

W. J. Conway

EXHIBIT C

QUIT-CLAIM DEED

RECORD
OF LOS
ANGELES COUNTY, CA
11 MIN. PAST 2 P.M. JAN 6 1976
Recorder's Office

FEE
\$3

BM06928rc186

For the consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged,

NRG NuFuel Company, a Delaware corporation,

has remised, released and forever quitclaimed, and by these presents does remise, release and forever quitclaim to

California Portland Cement Co.

all its right, title and interest in and to the following described real property situated in the County of Los Angeles, California:

Lots 8, 10, 12 and 24 of Block 18 of the Los Angeles Land and Water Company's subdivision of a part of the Maclay Rancho as recorded in Book 3 of Maps, pages 17 and 18, and Lots 8 and 10 of Tract No. 9329 as recorded in Book 179 of Maps, pages 9 and 10, records of Los Angeles County.

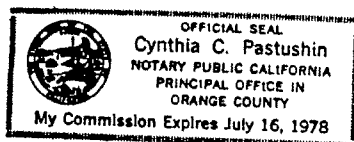
IN WITNESS WHEREOF, NRG NuFuel Company has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereunto affixed this 11th day of October, 19 74.

NRG NuFuel Company

By *Paul V. Laylander*
Paul V. Laylander
Manager of Administration

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss

This instrument was acknowledged before me this 11th day of October, 19 74, by Paul V. Laylander.



Cynthia C. Pastushin
Notary Public in and for said State

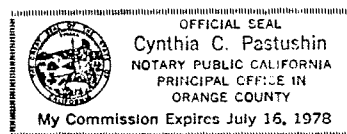
MAIL TAX STATEMENTS TO CALIFORNIA PORTLAND CEMENT CO, 800 Wilshire Blvd.,
Los Angeles, California 90017

STATE OF CALIFORNIA }
COUNTY OF Orange } ss.

On October 11, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Paul V. Laylander known to me to be the Manager of Administration known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature *Cynthia C. Pastushin*



(This area for official notarial seal)

WHEN RECORDED PLEASE RETURN

BRK49U3PG 22

California Portland Cement Co.
P. O. Box 947
Colton, California 92324
Attn: William J. Conway

3297

RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CA	
11 MIN. PAST	2 P.M. JAN 6 1976
Recorder's Office	

RELEASE

EEE
\$4
21

No dollar consideration involved

W. J. Conway
NRG NuFuel Company, intending to be bound and pursuant to paragraph

14 of a certain Developmental Contaminated Gas Lease dated October 18, 1974, does hereby release, relinquish and surrender to California Portland Cement Co., its successors and assigns, all of its right, title and interest in and to said Developmental Contaminated Gas Lease dated October 18, 1974, made and entered into by and between California Portland Cement Co., as Lessor, and NRG NuFuel Company, as Lessee, for the land utilized as a landfill in Sun Valley, the County of Los Angeles, the State of California, described as:

Lots 8, 10, 12 and 24 of Block 18 of the Los Angeles Land and Water Company's subdivision of a part of the MacLay Rancho as recorded in Book 3 of Maps, pages 17 and 18, and Lots 8 and 10 of Tract No. 9329 as recorded in Book 179 of Maps, pages 9 and 10, records of Los Angeles County.

and containing 50 acres more or less; said Developmental Contaminated Gas Lease having been recorded in the Official Records of Los Angeles County on January 7, 1975, in Book M4886 PC 875 and 876.

Executed on this 20th day of November, 1975.

NRG NUFUEL COMPANY

By

Robert H. Collins, III
Robert H. Collins, III
President

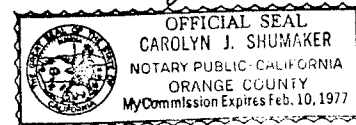
California Portland Cement Co.
P. O. Box 947
Colton, California 92324
Attn: William J. Conway

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On this 20 day of November, in the year 1975, before me,
Carolyn J. Shumaker, a Notary Public of said State, duly commissioned
and sworn, personally appeared Robert H. Collins, III, known to me to be
the President of the corporation that executed the within
instrument, and acknowledged to me that such corporation executed the within
instrument pursuant to its bylaws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year in this certificate first written above.

Carolyn J. Shumaker
Notary Public in and for said State



RECORDING REQUESTED BY
CONSOLIDATED ROCK PRODUCTS CO.

AND WHEN RECORDED MAIL TO

Consolidated Rock Products Co.
P. O. Box 2950, Terminal Annex
Los Angeles, California 90054

MAIL TAX STATEMENTS TO

Consolidated Rock Products Co.
P. O. Box 2950, Terminal Annex
Los Angeles, California 90054

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIX I.R.S. \$ _____ IN THIS SPACE

Corporation Grant Deed

TO 406 CA (8-65)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

California Portland Cement Company

a corporation organized under the laws of the state of California
hereby GRANTS to

Consolidated Rock Products Co., a Delaware Corporation

the following described real property in the City of Los Angeles
County of Los Angeles, State of California:

All of Lots 1, 2, 3 and 4 and the Southeasterly 789.93 feet of Lot 5 of
Tract 9329, recorded in Map Book 179, pages 9 and 10, Official Records,
County of Los Angeles, State of California.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Assistant _____ Secretary
thereunto duly authorized.

Dated: October 9, 1967

STATE OF CALIFORNIA

COUNTY OF Los Angeles } ss.

On October 9, 1967 before me, the undersigned, a Notary Public in and for said State, personally appeared
Richard A. Grant known

to me to be the _____ President, and
Wallace K. Downey known to me to be
Assistant Secretary of the Corporation that executed the

within instrument, known to me to be the persons who executed the
within instrument on behalf of the Corporation therein named, and
acknowledged to me that such Corporation executed the within instrument
pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Winifred J. Leavitt
Winifred J. Leavitt

Name (Typed or Printed)

My Comm. Expires Jan. 26, 1968

California Portland Cement Company

By Richard A. Grant President

By Wallace K. Downey Assistant Secretary



WINIFRED J. LEAVITT
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

(This area for official notarial seal)

Title Order No. _____

Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

18c 96

5062 QUITCLAIM DEED

BK D2335 PG 607

FOR TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, BANCROFT ASSOCIATES, a dissolved California corporation, which acquired title to the hereinafter described property under its previous name of California Materials Company, does hereby remise, release and forever quitclaim to CALIFORNIA PORTLAND CEMENT COMPANY, a California corporation, the real property in the County of Los Angeles, State of California, described as:

FEE
\$2.80
2 G

PARCEL 1:

Lots 1, 2, 4, 13, 14, 15 in Block 19 of Los Angeles Land and Water Company's Subdivision of part of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county.

PARCEL 2:

All that portion of Lot 16 in Block 19 of Los Angeles Land and Water Company's Subdivision of a part of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county, bounded and described as follows:

Beginning at the most westerly corner of said Lot 16; thence northeasterly along the northwesterly line of said Lot 16, to the most northerly corner thereof; thence southeasterly along the northeasterly line of said Lot 16, a distance of 40 feet; thence southwesterly parallel to the northwesterly line of said Lot 16, to a line parallel with and distant 230 feet northeasterly, measured at right angles from the southwesterly line of said Lot 16; thence southerly along a curve concave to the east tangent to said line which is parallel to said northwesterly line of said Lot 16, and having a radius of 180 feet, an arc distance of 282.74 feet to a point of tangency in a line which is parallel with and distant 50 feet northeasterly, measured at right angles from the southwesterly line of Lot 16; thence southeasterly along said last mentioned parallel line to the southeasterly line of said Lot 16; thence southwesterly along said southeasterly line, 50 feet to the most southerly corner of said Lot 16; thence northwesterly along the southwesterly line of said Lot 16, to the point of beginning.

Calif Portland Cement 1.
Cc

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
29 Min. 1 P.M. JAN 24 1964
RAY E. LEE, County Recorder

5062

BK D2335 PG 608

PARCEL 3:

Lots 1, 2, 3, 4, 5 and 7 of Tract No. 9329, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 179 pages 9 and 10 of Maps, in the office of the county recorder of said county

SUBJECT TO all easements, covenants, conditions, restrictions and encumbrances of record.

DATED: January 3, 1964.

BANCROFT ASSOCIATES

By L. E. Bancroft
President

By Vernon E. Lohr
Assistant Secretary

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On January 3, 1964, before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. E. BANCROFT, known to me to be the President, and VERNON E. LOHR, known to me to be the Assistant Secretary, of BANCROFT ASSOCIATES, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Arlene Conte
Notary Public in and for said
County and State

My Commission Expires Nov. 25, 1966.

18a+b

GRANT DEED

Grant Deed No. 3703,
Recorded in Book D1485, Page
824, Official Records of
Los Angeles County, Calif.

The undersigned, L. E. BANCROFT, and EVELYN H. BANCROFT,
his wife, grant to SECURITY FIRST NATIONAL BANK, a national
banking association, all of their right, title and interest
in and to the real property in the County of Los Angeles,
State of California, described as follows:

PARCEL 1:

Lots 1 to 10 inclusive of Tract No. 9329, in the
city of Los Angeles, county of Los Angeles, state
of California, as per map recorded in book 179
pages 9 and 10 of Maps, in the office of the county
recorder of said county.

PARCEL 2:

Lots 1 to 9 inclusive and Lots 15 to 22 inclusive
in Block 17 of the Los Angeles Land and Water
Company's Subdivision of a part of the MacLay Rancho,
in the city of Los Angeles, county of Los Angeles,
state of California, as per map recorded in book 3
pages 17 and 18 of Maps, in the office of the county
recorder of said county.

PARCEL 2A:

Also that portion of Block 17 of the Los Angeles Land
and Water Co.'s Subdivision of a part of the MacLay
Rancho, in the City of Los Angeles, County of Los Angeles,
State of California, as shown on map recorded in Book
3, Pages 17 and 18 of maps in the office of the County
Recorder of said County lying within the parcel of land
described as follows:

Beginning at the most southerly corner of Tract No.
6430 as shown on map recorded in Book 70, Pages 18
and 19 of Maps in the office of said County Recorder;

1/12/62

[Handwritten signature]
1/21/62

thence South 41° 22' east along the southeasterly prolongation of the southwesterly line of said Tract No. 6430 (said line being parallel with the center line of Glenoaks Boulevard and distant northeasterly 2814.50 feet at right angles therefrom) a distance of 702.12 feet, more or less, to the southeasterly line of Lot 22 of said Block 17; thence north 48° 37' 45" east along a prolongation of said southeasterly line 8.64 feet to a point; thence north 42° 04' 18" west in a direct line 702.17 feet, more or less, to the point of beginning.

PARCEL 3:

All of Lot 14 in Block 17 of the Los Angeles Land and Water Company's Subdivision of part of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county.

EXCEPT the southeasterly 40 feet of the southwesterly 155 feet of the northwesterly 321.4 feet thereof.

ALSO EXCEPT the northwesterly 140 feet of the southeasterly 560 feet.

PARCEL 4:

Lots 1, 2, 4, 13, 14, 15 in Block 19 of Los Angeles Land and Water Company's Subdivision of part of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county.

PARCEL 5:

All that portion of Lot 16 in Block 19 of Los Angeles Land and Water Company's Subdivision of a part of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county, bounded and described as follows:

Beginning at the most westerly corner of said Lot 16; thence northeasterly along the northwesterly line of

said Lot 16, to the most northerly corner thereof; thence southeasterly along the northeasterly line of said Lot 16, a distance of 40 feet; thence southwesterly parallel to the northwesterly line of said Lot 16, to a line parallel with and distant 230 feet northeasterly, measured at right angles from the southwesterly line of said lot 16; thence southerly along a curve concave to the east tangent to said line which is parallel to said northwesterly line of said Lot 16, and having a radius of 180 feet, an arc distance of 282.74 feet to a point of tangency in a line which is parallel with and distant 50 feet northeasterly, measured at right angles from the southwesterly line of Lot 16; thence southeasterly along said last mentioned parallel line to the southeasterly line of said Lot 16; thence southwesterly along said southeasterly line, 50 feet to the most southerly corner of said Lot 16; thence northwesterly along the southwesterly line of said Lot 16, to the point of beginning.

PARCEL 6:

That portion of Lot 4 in Block 14 of the Los Angeles Land and Water Company's Subdivision of part of the Maclay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county, lying easterly of the easterly line of Tract No. 10627, as per map recorded in book 170 pages 24 to 28 inclusive of Maps, in said county recorder's office.

PARCEL 7:

That portion of Lot 5 in Block 14 of the Los Angeles Land and Water Company's Subdivision of part of the Maclay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county, described as follows:

Beginning at the most easterly corner of said Lot 5 in Block 14; thence along the northeasterly line of said Lot 5, North $41^{\circ} 22'$ West 208.54 feet, more or less, to the southeasterly line of the 150 foot strip of land described in the deed to the City of Los Angeles, recorded in book 16884 page 65 of Official Records of said county; thence along said southeasterly line South $48^{\circ} 38'$ West to the easterly line of Tract No. 10627 as per map recorded in book 170 pages 24 to 28

inclusive of Maps, in the office of the county recorder of said county; thence southerly along said easterly line to the southwesterly line of said Lot 5; thence along said southwesterly line South 41° 22' East to the most southerly corner of said Lot 5; thence along the southeasterly line of said Lot 5, North 48° 38' East 310.5 feet to the point of beginning.

PARCEL 8:

Lot 15 in Tract 10627, in the city and county of Los Angeles, state of California, as per map recorded in book 170 page 24 et seq. of Maps, in the office of the county recorder of said county.

PARCEL 9:

The northeasterly 155 feet measured along the southeasterly line of Lot 15 in Block 14 of the Los Angeles Land and Water Company's Subdivision of a part of the Maclay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 page 17 of Maps, in the office of the county recorder of said county.

EXCEPT that portion thereof conveyed by the Fernando Valley Development Co., to the Los Angeles Land and Water Company by deed dated June 11, 1914 recorded in book 5889 page 190 of Deeds.

PARCEL 10:

Lot 16 in Block 14 of the Los Angeles Land and Water Company's Subdivision of the Maclay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county.

EXCEPT the southwest 80 feet of the southeast 250 feet.

ALSO EXCEPT from the remainder the northeasterly 2 acres, the southwesterly line of said northeasterly 2 acres, being parallel with the northeasterly line of said lot.

ALSO EXCEPT from the remainder that part thereof, conveyed by the Fernando Valley Development Company, to the Los Angeles Land and Water Company, by deed recorded

in book 5889 page 190 of Deeds.

PARCEL 10A:

the northeasterly 68.5 feet of Lot 16 in Block 14 of the Los Angeles Land & Water Company's Subdivision of part of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county.

EXCEPTING therefrom that part thereof conveyed by the Fernando Valley Development Company to the Los Angeles Land and Water Company, by deed recorded in book 5889 page 190 of Deeds.

PARCEL 11:

Lot 17 in Block 14 of the Los Angeles Land and Water Company's Subdivision of part of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county.

EXCEPT the southwesterly 235 feet of the southeasterly 225 feet thereof.

ALSO EXCEPT that portion conveyed by Fernando Valley Development Company to Los Angeles Land and Water Company, by deed recorded September 15, 1914 in book 5889 page 190 of Deeds, Records of said county.

PARCEL 12:

Lots 18, 19 and the southwesterly 124.2 feet of Lot 20 in Block 14 of Los Angeles Land and Water Company's Subdivision of part of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county.

PARCEL 13:

Lots 12 and 24 in Block 18 of Los Angeles Land and Water Company's Subdivision, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county,

including, but not limited to, all of Grantors' interest as Lessor under any and all leases affecting said property or any parts thereof.

SUBJECT TO all easements, covenants, conditions, restrictions and encumbrances of record.

DATED: January 12, 1962.

L. E. BANCROFT

L. E. BANCROFT

EVELYN H. BANCROFT

EVELYN H. BANCROFT

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On January 15th, 1962, before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. E. BANCROFT and EVELYN H. BANCROFT, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

ARLENE SHOAF

Notary Public in and for said
County and State

My Commission Expires Oct. 14, 1962

NOTARIAL
SEAL

18^c 76

Grant Deed No. 3704, Recorded :
Book D1485, Page 830, Official
Records of Los Angeles County,
Calif.

GRANT DEED

For Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, BANCROFT ASSOCIATES, a California corporation, hereby grants to L. E. BANCROFT, of Los Angeles, California, and SECURITY FIRST NATIONAL BANK, a national banking association, the following described real property in the County of Los Angeles, State of California:

PARCEL 1:

Lots 1 to 10 inclusive of Tract No. 9329, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 179 pages 9 and 10 of Maps, in the office of the county recorder of said county.

PARCEL 2:

Lots 1 to 9 inclusive and Lots 15 to 22 inclusive in Block 17 of the Los Angeles Land and Water Company's Subdivision of a part of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county.

PARCEL 2A:

Also that portion of Block 17 of the Los Angeles Land and Water Co.'s Subdivision of a part of the MacLay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 3, Pages 17 and 18 of maps in the office of the County Recorder of said County lying within the parcel of land described as follows:

Beginning at the most southerly corner of Tract No. 6430 as shown on map recorded in Book 70, Pages 18 and 19 of Maps in the office of said County Recorder;

Wm L
1/2/12

thence South 41° 22' east along the southeasterly prolongation of the southwesterly line of said Tract No. 6430 (said line being parallel with the center line of Glenoaks Boulevard and distant northeasterly 2814.50 feet at right angles therefrom) a distance of 702.12 feet, more or less, to the southeasterly line of Lot 22 of said Block 17; thence north 48° 37' 45" east along a prolongation of said southeasterly line 8.64 feet to a point; thence north 42° 04' 18" west in a direct line 702.17 feet, more or less, to the point of beginning.

PARCEL 3:

All of Lot 14 in Block 17 of the Los Angeles Land and Water Company's Subdivision of part of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county.

EXCEPT the southeasterly 40 feet of the southwesterly 155 feet of the northwesterly 321.4 feet thereof.

ALSO EXCEPT the northwesterly 140 feet of the southeasterly 560 feet.

PARCEL 4:

Lots 1, 2, 4, 13, 14, 15 in Block 19 of Los Angeles Land and Water Company's Subdivision of part of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county.

PARCEL 5:

All that portion of Lot 16 in Block 19 of Los Angeles Land and Water Company's Subdivision of a part of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county, bounded and described as follows:

Beginning at the most westerly corner of said Lot 16; thence northeasterly along the northwesterly line of

said Lot 16, to the most northerly corner thereof; thence southeasterly along the northeasterly line of said Lot 16, a distance of 40 feet; thence southwesterly parallel to the northwesterly line of said Lot 16, to a line parallel with and distant 230 feet northeasterly, measured at right angles from the southwesterly line of said lot 16; thence southerly along a curve concave to the east tangent to said line which is parallel to said northwesterly line of said Lot 16, and having a radius of 180 feet, an arc distance of 282.74 feet to a point of tangency in a line which is parallel with and distant 50 feet northeasterly, measured at right angles from the southwesterly line of Lot 16; thence southeasterly along said last mentioned parallel line to the southeasterly line of said Lot 16; thence southwesterly along said southeasterly line, 50 feet to the most southerly corner of said Lot 16; thence northwesterly along the southwesterly line of said Lot 16, to the point of beginning.

PARCEL 6:

That portion of Lot 4 in Block 14 of the Los Angeles Land and Water Company's Subdivision of part of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county, lying easterly of the easterly line of Tract No. 10627, as per map recorded in book 170 pages 24 to 28 inclusive of Maps, in said county recorder's office.

PARCEL 7:

That portion of Lot 5 in Block 14 of the Los Angeles Land and Water Company's Subdivision of part of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county, described as follows:

Beginning at the most easterly corner of said Lot 5 in Block 14; thence along the northeasterly line of said Lot 5, North $41^{\circ} 22'$ West 208.54 feet, more or less, to the southeasterly line of the 150 foot strip of land described in the deed to the City of Los Angeles, recorded in book 16884 page 65 of Official Records of said county; thence along said southeasterly line South $48^{\circ} 38'$ West to the easterly line of Tract No. 10627 as per map recorded in book 170 pages 24 to 28

inclusive of Maps, in the office of the county recorder of said county; thence southerly along said easterly line to the southwesterly line of said Lot 5; thence along said southwesterly line South 41° 22' East to the most southerly corner of said Lot 5; thence along the southeasterly line of said Lot 5, North 48° 38' East 310.5 feet to the point of beginning.

PARCEL 8:

Lot 15 in Tract 10627, in the city and county of Los Angeles, state of California, as per map recorded in book 170 page 24 et seq. of Maps, in the office of the county recorder of said county.

PARCEL 9:

The northeasterly 155 feet measured along the southeasterly line of Lot 15 in Block 14 of the Los Angeles Land and Water Company's Subdivision of a part of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 page 17 of Maps, in the office of the county recorder of said county.

EXCEPT that portion thereof conveyed by the Fernando Valley Development Co., to the Los Angeles Land and Water Company by deed dated June 11, 1914 recorded in book 5889 page 190 of Deeds.

PARCEL 10:

Lot 16 in Block 14 of the Los Angeles Land and Water Company's Subdivision of the MacLay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county.

EXCEPT the southwest 80 feet of the southeast 250 feet.

ALSO EXCEPT from the remainder the northeasterly 2 acres, the southwesterly line of said northeasterly 2 acres, being parallel with the northeasterly line of said lot.

ALSO EXCEPT from the remainder that part thereof, conveyed by the Fernando Valley Development Company, to the Los Angeles Land and Water Company, by deed recorded

in book 5889 page 190 of Deeds.

PARCEL 10A:

The northeasterly 68.5 feet of Lot 16 in Block 14 of the Los Angeles Land & Water Company's Subdivision of part of the Maclay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county.

EXCEPTING therefrom that part thereof conveyed by the Fernando Valley Development Company to the Los Angeles Land and Water Company, by deed recorded in book 5889 page 190 of Deeds.

PARCEL 11:

Lot 17 in Block 14 of the Los Angeles Land and Water Company's Subdivision of part of the Maclay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county.

EXCEPT the southwesterly 235 feet of the southeasterly 225 feet thereof.

ALSO EXCEPT that portion conveyed by Fernando Valley Development Company to Los Angeles Land and Water Company, by deed recorded September 15, 1914 in book 5889 page 190 of Deeds, Records of said county.

PARCEL 12:

Lots 18, 19 and the southwesterly 124.2 feet of Lot 20 in Block 14 of Los Angeles Land and Water Company's Subdivision of part of the Maclay Rancho, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county.

PARCEL 13:

Lots 12 and 24 in Block 18 of Los Angeles Land and Water Company's Subdivision, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 3 pages 17 and 18 of Maps, in the office of the county recorder of said county,

including, but not limited to, all of Grantor's interest as Lessor under any and all leases affecting said property or any parts thereof.

SUBJECT TO all easements, covenants, conditions, restrictions and encumbrances of record.

DATED: January 11, 1962.

BANCROFT ASSOCIATES

By L. E. BANCROFT
President

By VERNON E. LOHR
Assistant Secretary

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On January 11th, 1962, before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. E. BANCROFT, known to me to be the President, and VERNON E. LOHR, known to me to be the Assistant Secretary, of BANCROFT ASSOCIATES, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Arlene Shoaf
Notary Public in and for said
County and State

My Commission Expires Oct. 14, 1962

18c 46

BOOK 30007 PAGE 88 CORPORATION GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

TITLE INSURANCE AND TRUST COMPANY, a corporation organized under the laws of the State of California, does hereby

GRANT to CALIFORNIA MATERIALS COMPANY, a corporation

the real property in the County of Los Angeles, State of California, described as:

PARCEL 1. The northeasterly two acres of lot 18 in block 14 of the Los Angeles Land and Water Company's Subdivision of a part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

✓ PARCEL 2. (Lots 4, 5, 6, 7, 8, 9, 15, 17, 18, 19, 20, 21 and 22 in block 17 of the Los Angeles Land and Water Company's Subdivision of a part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

✓ PARCEL 3. All that portion of lot 14 in block 17 of the Los Angeles Land and Water Company's Subdivision of part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county, described as follows:

Beginning at the southwesterly corner of said lot 14; thence northeasterly along the southerly line of said lot, 248 feet to the point of beginning; thence northwesterly parallel with the easterly line of said lot, 180 feet; thence northeasterly parallel with the southerly line of said lot, 62.5 feet to the easterly line of said lot; thence southeasterly along the easterly line of said lot, 180 feet; thence southwesterly along the southerly line of said lot, 62.5 feet to the point of beginning.

✓ PARCEL 4. The southeasterly 90 feet of the northwesterly 371.4 feet of lot 14 in block 17 of Los Angeles Land and Water Company's Subdivision of part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

EXCEPT the northwesterly 40 feet of the southwesterly 155 feet thereof.

✓ PARCEL 5. The southeasterly 100 feet of the northwesterly 371.4 feet of lot 14, block 17 of Los Angeles Land and Water Company's Subdivision of part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.



✓ PARCEL 6. The southwesterly 185.50 feet of lot 14 in block 17 of Los Angeles Land and Water Company's Subdivision of part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

EXCEPTING therefrom the northwesterly 521.40 feet thereof.

✓ PARCEL 7. The northeasterly half of lot 16 in block 17 of the Los Angeles Land and Water Company's Subdivision of a part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3, pages 17 and 18 of Maps in the office of the county recorder of said county.

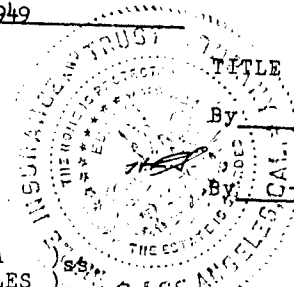
✓ PARCEL 8. The southwesterly 155.25 feet of lot 16 in block 17 of Los Angeles Land and Water Company's Subdivision of a part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

✓ PARCEL 9. Lots 1, 2, 4, 13 and 14 in block 19 of Los Angeles Land and Water Company's Subdivision of a part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3, pages 17 and 18 of Maps in the office of the county recorder of said county.

Subject to unpaid taxes, assessments, easements, covenants, conditions, reservations, restrictions and rights of way of record.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Vice President and Asst. Secretary thereunto duly authorized.

Dated: May 3, 1949


 TITLE INSURANCE AND TRUST COMPANY,
 By [Signature] Vice President
 By [Signature] Assistant Secretary

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On May 3, 1949,
 before me, the undersigned, a
 Notary Public in and for said
 County and State, personally
 appeared E. H. Booth, Jr.,
 known to me to be the Vice President,
 and H. L. Sheldon,
 known to me to be the Assistant
 Secretary of the corporation that
 executed the within instrument on
 behalf of the corporation therein
 named, and acknowledged to me that
 such corporation executed the same.
 WITNESS my hand and official seal,
[Signature]



5697

GRANT DEED

Int. Rev. Doc. Stamps to be aff:
ed after Deed is returned by
County Recorder.

BOOK D1512 PAGE 44

FEE
\$2.80
2W

FOR TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, SECURITY FIRST NATIONAL BANK, a national banking association, hereby grants all of its right, title and interest in and to the following real property, all of which is located in Los Angeles County, California, to CALIFORNIA PORTLAND CEMENT COMPANY, a California corporation:

Lots 1, 2, 3, 4, 5 and 7 of Tract No. 9329, in the city of Los Angeles, county of Los Angeles, state of California, as per map recorded in book 179 pages 9 and 10 of Maps, in the office of the county recorder of said county.

SUBJECT TO all easements, covenants, conditions, restrictions and encumbrances of record.

DATED February 9TH, 1962.

SECURITY FIRST NATIONAL BANK

By [Signature]
Vice President

By [Signature]
Assistant Secretary

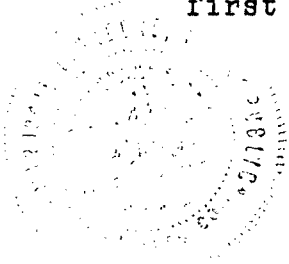
RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
48 Min. 1 P.M. FEB 14 1962
Past
RAY E. LEE, County Recorder

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On February 9, 1962, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ray M. Barty, known to me to be the Vice President, and E. O. MacNeill, known to me to be the Assistant Secretary of SECURITY FIRST NATIONAL BANK, the national banking association that executed

the within instrument, known to me to be the persons who executed the within instrument, on behalf of the national banking association therein named, and acknowledged to me that such national banking association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Mayone L. Kuen

Notary Public in and for said
County and State

My Commission Expires: 4-1-65

RECORDING
REQUESTED BY

WALLACE K. DOWNEY,
ATTORNEY AT LAW
612 SOUTH FLOWER STREET
LOS ANGELES 17, CALIF.

18^c + 18^b

BOOK 30007 PAGE 84

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JOHN D. GREGG and LUCELA C. GREGG, husband and wife, do hereby

GRANT to CALIFORNIA MATERIALS COMPANY, a corporation

the real property in the County of Los Angeles, State of California,
described as:

✓ *pe* PARCEL 1. Lots 1 to 10 inclusive, of Tract No. 9329, in
the City of Los Angeles, County of Los Angeles, State of
California, as per map recorded in book 179 pages 9 and 10
of Maps in the office of the county recorder of said county.

✓ PARCEL 2. All of lot 2 in block 17 of the Los Angeles Land
and Water Company's Subdivision of part of the Maclay
Rancho, in the City of Los Angeles, County of Los Angeles,
State of California, as per map recorded in book 3 pages 17
and 18 of Maps in the office of the county recorder of
said county.

EXCEPT therefrom that portion thereof described as follows:

Beginning at the most southerly corner of said lot 2; thence
North 48° 38' East along the southeasterly line thereof
310.5 feet to the most easterly corner of said lot 2; thence
North 41° 22' West along the northeasterly line thereof
140.28 feet; thence South 48° 38' West 310.5 feet to the
southwesterly line of said lot 2; thence South 41° 22' East
along the said southwesterly line 140.28 feet to the point
of beginning.

✓ PARCEL 3. The southwesterly 140 feet of the northeasterly
170 feet of the northwesterly 280 feet of lot 3 in block 17
of the Los Angeles Land & Water Company's Subdivision of a
part of the Maclay Rancho, in the City of Los Angeles, County
of Los Angeles, State of California, as per map recorded
in book 3 pages 17 and 18 of Maps in the office of the county
recorder of said county.

✓ PARCEL 4. The southeasterly 50 feet of the northwesterly
421.40 feet of lot 14 in Block 17 of the Los Angeles Land
and Water Company's Subdivision of part of the Maclay Rancho
in the City of Los Angeles, County of Los Angeles, State of
California, as per map recorded in book 3 pages 17 and 18
of Maps in the office of the county recorder of said county.

✓ PARCEL 5. All of lot 14 in block 17 of Los Angeles Land &
Water Company's Subdivision of part of the Maclay Rancho, in
the City of Los Angeles, County of Los Angeles, State of
California, as per map recorded in book 3, page 17 of Maps in
the office of the county recorder of said county.

EXCEPT therefrom the northwesterly 521.40 feet.

ALSO EXCEPT from the remainder the southwesterly 185.50 feet
and the northeasterly 62.5 feet thereof.



-1-



✓ PARCEL 6. Lots 12 and 24 in block 18 of Los Angeles Land and Water Company's Subdivision, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

✓ PARCEL 7. The southeast 140 feet of the northwest 421.4 feet of lot 15 in block 19 of Los Angeles Land and Water Company's Subdivision of a part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

✓ PARCEL 8. The southeast 140 feet of the northwest 281.4 feet of lot 15 in block 19 of Los Angeles Land & Water Company's Subdivision of a part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

✓ PARCEL 9. The southwesterly 155.25 feet of lot 15 in block 19 of Los Angeles Land and Water Co.'s Subdivision of a part of Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

EXCEPT therefrom the northwesterly 421.4 feet thereof.

✓ PARCEL 10. The northwesterly 141.40 feet of lot 15 in block 19 of Los Angeles Land and Water Co.'s Subdivision of a part of the Maclay Rancho in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county.

✓ PARCEL 11. All that portion of lot 16 in block 19 of Los Angeles Land and Water Co.'s Subdivision of a part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 3 pages 17 and 18 of Maps in the office of the county recorder of said county, bounded and described as follows:

Beginning at the most westerly corner of said lot 16; thence northeasterly along the northwesterly line of said lot 16, to the most northerly corner thereof; thence southeasterly along the northeasterly line of said lot 16, a distance of 40 feet; thence southwesterly parallel to the northwesterly line of said lot 16, to a line parallel with and distant 230 feet northeasterly measured at right angles from the southwesterly line of said lot 16; thence southerly along a curve concave to the east tangent to said line which is parallel to said northwesterly line of said lot 16, and having a radius of 180 feet, an arc distance of 282.74 feet to a point of tangency in a line which is parallel with and distant 50 feet northeasterly, measured at right angles from the southwesterly line of lot 16; thence southeasterly along said last mentioned parallel line to the southeasterly line of

BOOK 30007 PAGE 86

said lot 16; thence southwesterly along said southeasterly line, 50 feet to the most southerly corner of said lot 16; thence northwesterly along the southwesterly line of said lot 16, to the point of beginning.

Subject to unpaid taxes, assessments, easements, covenants, conditions, reservations, restrictions and rights of way of record.

Dated: April 29, 1949.

John D. Gregg
Lucela C. Gregg

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On April 29 1949,
before me, the undersigned, a
Notary Public in and for said
County and State, personally
appeared JOHN D. GREGG and
LUCELA C. GREGG, husband and
wife, known to me to be the persons
whose names are subscribed to the
within instrument and acknowledged that
they executed the same.
WITNESS my hand and official seal.

Rosette Scaggs
Notary Public in and for said County
and State.



NOTARY PUBLIC
In and for the County of Los Angeles, State of California
My Commission Expires April 1, 1950

DOCUMENT NO. 304
RECORDED AT REQUEST OF
TITLE INSURANCE & TRUST CO.

MAY 5 1949 AT 8 A.M.
BOOK 30007 PAGE 84
IN OFFICIAL RECORDS
County of Los Angeles, California
Fee \$ 2.80
NAME B. BEATTY, County Recorder
By A. Hansen Deputy

780/15 M

189

Grant Deed

We, Fred W. Heatherly and Louise E. Heatherly, husband and wife,

in consideration of Ten DOLLARS
to US in hand paid, receipt of which is hereby acknowledged, do hereby

Grant to Consumers Rock & Gravel Company, a corporation organized
and existing under the laws of the State of California, and having
its principal office and place of business at the City of Los
Angeles, in said State,

the real property in the City of Los Angeles,

County of Los Angeles, State of California, described as

All of Tract No. 6982 as per map recorded in Book 77, page 75
of Maps, in the office of the County Recorder of said County, said
property having heretofore been described as all of Tract No. 2920,
as per map recorded in Book 37, page 8 of Maps, in the office of the
County Recorder of said County.

The above property was, on July 11th, 1923, conveyed to said
Fred W. Heatherly for the purpose of vesting the record title in
him in order to facilitate the making, platting and recording of
the new sub-division mentioned above as Tract No. 6982, and said
title is by this deed re-vested in Consumers Rock & Gravel Company.
The consideration for so passing title by this deed is less than
\$200.00.

To Have and to Hold to said grantee, its successors and
assigns.

Witness our hands this 11th

day of October

husband and wife,
 known to me to be the person B. J. E. whose name B. J. E. subscribed to the foregoing instrument
 and acknowledged that they executed the same.
 Witness my hand and Official Seal.

Notary Public in and for the County of Los Angeles, State of California.

Grant Deed

INDIVIDUAL

Fred W. Heatherly, et. ux.

TO

Consumers Rock & Gravel Co.

Dated October 11th 1923

Title Insurance and
 Trust Company
 Title Insurance Building
 Los Angeles, California

Order No. 1748
 When recorded please mail this deed to
 Consumers Rock & Gravel Co.
 2600 So. Alameda St.,
 Los Angeles, Cal.

COMPANY

CONSUMERS ROCK & GRAVEL CO.
 2600 SO. ALAMEDA ST.
 LOS ANGELES, CALIF.

RECORDED
 SEP 26 1923
 3 PM
 IN BOOK 2699
 AT PAGE 386
 RECORDS LOS ANGELES
 COUNTY, CAL.
 I certify that I have correctly transcribed
 this document in the indexed book.
 J. A. Carroll
 County Clerk, Recorder & Assessor, L. A. Co., Cal.

#31.

RECORDING REQUESTED

94-1870780 14c

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME CalMat Properties Co.
STREET 3200 San Fernando Road
ADDRESS Los Angeles, CA 90065
Attn: Legal Department
CITY
STATE
ZIP

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31 MIN. 11:AM OCT. 13 1994
PAST

Title Order No.

Escrow No.

This space for Recorder's use

Corporation Grant Deed

FEE \$33	P
A.F.N.F. 94	3

The undersigned declares that the documentary transfer tax is \$ 0.00 ~~(*)~~ and is
☐ computed on the full value of the interest or property conveyed, or is
☐ computed on full value less the value of liens or encumbrances remaining thereon at time of sale. The land, tenements or realty is located in
☐ unincorporated area ☒ city of Los Angeles and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CALMAT LAND CO., a California corporation

hereby GRANT(S) to

CALMAT PROPERTIES CO., a California corporation

the following described real property in the City of Los Angeles, County of Los Angeles, State of California:

SEE ATTACHED EXHIBIT "A"

☒ This is a transfer among members of an affiliated group, exempt from reassessment under Revenue and Taxation Code §64(b), and exempt from documentary transfer tax under Revenue and Taxation Code §11923(d). CalMat Properties Co. and CalMat Land Co. are both wholly owned subsidiaries of CalMat Co., a Delaware corporation.

APN 2408-036-001; 2538-010-002; 2538-022-020

CALMAT LAND CO., a California corporation

By: [Signature] Executive Vice President

By: [Signature] Assistant Secretary

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

CalMat Properties Co., Real Estate Property Manager, 3200 San Fernando Road, Los Angeles, CA 90065
Name Street Address City & State

SAFECO Stock No. CAL-12 (Rev. 12-82) C:\DOCS\BWF\FORMS\GRANT-CP.DED

changed 11/21/94
CA-40-2/A - 000320-000

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of Los Angeles }

On September 7, 1994, before me, Maureen A. Bayon -- Notary Public, personally appeared Scott J Wilcott -- Executive Vice President and Brian W. Ferris -- Assistant Secretary, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) ~~is~~are subscribed to the within instrument and acknowledged to me that ~~he/she~~they executed the same in ~~his/her~~their authorized capacity(ies), and that by ~~his/her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature Maureen A. Bayon (Seal)

94 1870780

EXHIBIT A

Parcel 1

Tract No. 9329 (ex of st) Lot 6.

Parcel 2

Tract No. 9329 Lot 9.

Parcel 4

*Tr=10627*Lot com at intersection of N line of P M 81-37-39 with E line of Lot 15 th N on SD E line to most N cor of SD lot th W at R/A to E line of Tujunga Ave (vac) 30 ft th S on c/1 of SD vac S to SW prologation of SD N line th NE thereon to beg por of vac st and por of Lot 15.

94 1870780

RECORDING REQUESTED

87-2023459

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME CalMat Land Co.
ADDRESS 3200 San Fernando Road
CITY & STATE Los Angeles, CA 90065
ZIP Attention: Legal

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31 MIN. PAST 9 A.M. DEC 23 1987

FEE \$7 C
2

Title Order No. Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

The undersigned declares that the documentary transfer tax is \$ 0.00 *The Grantors and Grantees in this conveyance are comprised of the same parties who continue to hold the same and is proportionate interest in the property.*
☐ computed on the full value of the interest or property conveyed, or is
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in
☐ unincorporated area ☒ city of Los Angeles and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CALIFORNIA PORTLAND CEMENT COMPANY

a corporation organized under the laws of the State of California
hereby GRANT(S) to

CalMat Land Co., a California corporation

the following described real property in the city of Los Angeles
County of Los Angeles, state of California:

SEE ATTACHED EXHIBIT "A"

This is a transfer among members of an affiliated group, exempt from reassessment under Revenue and Taxation Code §64(b), and exempt from documentary transfer tax under Revenue and Taxation Code §11923(d). CalMat Land Co. and California Portland Cement Company are both wholly owned subsidiaries of CalMat Co., a Delaware corporation.

APN 2408-036-001; 2538-010-002,006; 2538-022-020

Dated December 18, 1987

STATE OF CALIFORNIA

SS.

COUNTY OF Los Angeles

On this the day of December 19 87
before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Mills

personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President, and

Scott Wilcott personally known to me or proved to me on the basis of satisfactory evidence to be

Secretary of the corporation that executed the within Instrument, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Faye A. Barnes
Signature of Notary

CALIFORNIA PORTLAND CEMENT COMPANY

BY

Vice President

BY

Secretary

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
FAYE A. BARNES
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires APR 23, 1990

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE
CalMat Land Co., Real Estate Property Manager, 3200 San Fernando Rd, L.A., CA
Name Street Address City & State 90065

EXHIBIT "A"

PARCEL 1

Tract No 9329 (ex of st) Lot 6.

PARCEL 2

Tract No 9329 Lot 9.

PARCEL 3

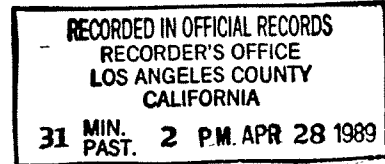
(Ex of sts) Lots 12 and 24 Blk 18 Los Angeles Land and Water Cos
sub of a part of Maclay Rancho and (ex of sts) Lots 8 and 10
Tract No 9329.

PARCEL 4

*Tr=10627*Lot com at intersection of N line of P M 81-37-39 with
E line of Lot 15 th N on SD E line to most N cor of SD lot th W
at R/A to E line of Tujunga Ave (vac) 30 ft th S on c/l of SD
vac S to SW prolongation of SD N line th NE thereon to beg por
of vac st and por of Lot 15.

146
89- 675922

RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
Brian W. Ferris, Esq.)
CalMat Land Co.)
P.O. Box 2950)
Los Angeles, CA 90051)



Space Above For Recorder's Use

FEE \$7 B
2

ASSIGNMENT OF DEED OF TRUST

For value received, the undersigned hereby grants and transfers to CalMat Co., a California corporation, all beneficial interest under that certain Deed of Trust dated September 12, 1988 executed by Pick Your Part Auto Wrecking, a California corporation, Trustor, to Chicago Title Insurance Company, a corporation, Trustee, and recorded as Instrument No. 88-1576359 on September 30, 1988 of Official Records in the County Recorder's Office of Los Angeles County, California, describing land therein as more particularly described on Exhibit "A" attached hereto and incorporated herein.

Together with the note therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated: March 30, 1989

R. E. ACCOMMODATION COMPANY

By: Burleigh Brewer
Burleigh Brewer

By: Jani Wilson
Jani Wilson

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On March 31, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared BURLEIGH BREWER, personally known to me to be the person who executed the within instrument as the President, and JANI WILSON, personally known to me to be the person who executed the within instrument as the Secretary, of the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal

Letha Wilemon
Notary Public



2

EXHIBIT "A"

PARCEL 1:

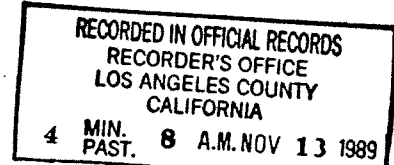
LOTS 8 AND 10 OF TRACT NO. 9329, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 179 PAGES 9 AND 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS 12 AND 24 IN BLOCK 18 OF LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION, OF PART OF THE MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

89- 675922

RECORDING REQUESTED BY AND)
 WHEN RECORDED RETURN TO:)
 Brian W. Ferris, Esq.)
 CalMat Land Co.)
 P.O. Box 2950)
 Los Angeles, CA 90051)



Space Above For Recorder's Use

ASSIGNMENT OF DEED OF TRUST

FEE \$7 V
 2

For value received, the undersigned hereby grants and transfers to CalMat Land Co., a California corporation, all beneficial interest under that certain Deed of Trust dated September 12, 1988 executed by Pick Your Part Auto Wrecking, a California corporation, Trustor, to Chicago Title Insurance Company, a corporation, Trustee, and recorded as Instrument No. 88-1576359 on September 30, 1988 of Official Records in the County Recorder's Office of Los Angeles County, California, describing land therein as more particularly described on Exhibit "A" attached hereto and incorporated herein.

Together with the note therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated: March 30, 1989

R. E. ACCOMMODATION COMPANY

This document corrects document No. 89-675922 wherein the name of the assignee, CalMat Land Co., was incorrectly stated.

By: Burleigh Brewer
 By: Jani Wilson

STATE OF CALIFORNIA)
)
 COUNTY OF ORANGE)

On March 31, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared BURLEIGH BREWER, personally known to me to be the person who executed the within instrument as the President, and JANI WILSON, personally known to me to be the person who executed the within instrument as the Secretary, of the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Letha Wilemon
 Notary Public



EXHIBIT "A"

PARCEL 1:

LOTS 8 AND 10 OF TRACT NO. 9329, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 179 PAGES 9 AND 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS 12 AND 24 IN BLOCK 18 OF LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION, OF PART OF THE MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

RECORDING REQUESTED

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME R.E. Accommodation Company
ADDRESS 1101 Dove Street, Ste. 100
CITY & STATE Newport Beach, CA 92660
Zip

Title Order No. 8820800-67 Escrow No. 71608-03

88 1576357

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA

SEP 30 1988 AT 8 A.M.

Recorder's Office

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

FEE
\$5
R

The undersigned declares that the documentary transfer tax is \$10,630.95
☒ computed on the full value of the interest or property conveyed, or is
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,
tenements or realty is located in
☐ unincorporated area ☒ city of Los Angeles and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CALMAT LAND CO.

a corporation organized under the laws of the State of California
hereby GRANT(S) to

R.E. ACCOMMODATION COMPANY, a California corporation

the following described real property in the City of Los Angeles
County of Los Angeles

, state of California:

PARCEL 1:

Lots 8 and 10 of Tract No. 9329, in the City of Los Angeles, County of Los Angeles,
State of California, as per map recorded in Book 179, Pages 9 and 10 of Maps, in
the office of the County Recorder of said county.

PARCEL 2:

Lots 12 and 24 in Block 18 of Los Angeles Land and Water Company's Subdivision,
of part of the Maclay Rancho, in the City of Los Angeles, County of Los Angeles,
State of California, as per map recorded in Book 3, Pages 17 and 18 of Maps, in
the office of the County Recorder of said county.

Dated June 29, 1988

STATE OF CALIFORNIA

COUNTY OF Los Angeles

SS.

On this the 29th day of June 1988

before me, the undersigned, a Notary Public in and for said County and
State, personally appeared

Gene R. Block

personally known to me or proved to me on the basis of satisfactory
evidence to be the Vice President, and

Brian W. Ferris

personally known to me or
proved to me on the basis of satisfactory evidence to be Asst.

Secretary of the corporation that executed the within Instrument, per-
sonally known to me or proved to me on the basis of satisfactory
evidence to be the persons who executed the within Instrument on
behalf of the corporation therein named, and acknowledged to me that
such corporation executed the within instrument pursuant to its by-laws
or a resolution of its board of directors.

Faye A. Barnes
Signature of Notary

CALMAT LAND CO.

By

Gene R. Block
Vice President

By

Brian W. Ferris
Asst. Secretary

FOR NOTARY SEAL OR STAMP



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE
Pick Your Part Auto Wrecking 1301 E. Orangewood, #130 Anaheim, CA 92805

Name

Street Address

City & State

CAL-2 (Rev. 9-82)

8820800-67

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

88 1576359

R.E. Accommodation Company
1101 Dove Street, Suite 100
Newport Beach, CA 92660
Attn: Mr. Burleigh Brewer

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA

SEP 30 1988 AT 8 A.M.

Recorder's Office

FEE \$ 47⁰⁰

DEED OF TRUST
AND
ASSIGNMENT OF RENTS

2

THIS DEED OF TRUST (the "Deed of Trust") is made as of this 12TH day of September, 1988, by and among Pick Your Part Auto Wrecking, a California corporation ("Trustor"), whose address is 1301 E. Orangewood, Suite 130, Anaheim, California 92805; Chicago Title Insurance Company ("Trustee"); and R.E. Accommodation Company, a California corporation ("Beneficiary"), whose address is 1101 Dove Street, Suite 100, Newport Beach, California 92660.

W I T N E S S E T H:

Trustor does hereby IRREVOCABLY GRANT, BARGAIN, SELL AND CONVEY UNTO THE TRUSTEE IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, all of Trustor's right, title, estate and interest in and to the real property situated in the County of Los Angeles, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Property," which with Trustor's estate and interest in and to the property hereinafter described, is sometimes referred to collectively hereinafter as the "Premises");

TOGETHER WITH:

(a) All buildings and other improvements, now or hereafter located thereon, all privileges and other rights now or hereafter made appurtenant thereto, including, without limitation, all right, title and interest of Trustor in and to all streets, roads and public places, opened or proposed, and all easements and rights-of-way, public or private, now or hereafter used in connection with the Property;

(b) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on the Property or any part thereof with the right to receive and apply the same to the indebtedness secured hereby, and Trustee or Beneficiary may demand, sue for and recover such payments but shall not be required to do so;

(c) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein;

(d) All proceeds, including without limitation, insurance proceeds, and claims arising on account of any damage to or taking of the Property and all causes of action and recoveries for any loss and diminution in value of the Property; and all deposits made by Trustor with third parties in connection with the development of the Property and refunds received by the Trustor with respect to payments made in connection with the development of the Property;

(e) All interest, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property;

(f) All right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Property;

(g) All the estate, interest, right and title and other claim or demand which Trustor now has or may hereafter acquire against anyone with respect to any damage to all or any part of the Property, including without limitation, damage arising from any defect in or with respect to the design or construction of all or any part of the improvements and damage resulting therefrom;

(h) All deposits or other security or advance payments including rental payments made by or on behalf of Trustor to others with respect to (i) insurance policies relating to all or any part of the Property, (ii) utility service for all or any part thereof, (iii) cleaning, maintenance, repair or similar services for all or any part of the Property, (iv) refuse removal or sewer service for

all or any part of the Property, (v) rental of equipment, if any, used in the operation by or on behalf of Trustor of all or any part of the Property, and (vi) parking or similar services or rights afforded to all or any part of the Property.

FOR THE PURPOSE OF SECURING THE PAYMENT AND PERFORMANCE BY TRUSTOR OF:

(a) That certain Purchase Money Promissory Note Secured by Deed of Trust, of even date herewith, executed by Trustor in favor of Beneficiary in the original principal sum of Seven Million Six Hundred Eighty-Four Thousand One Hundred Forty-Four Dollars (\$7,684,144.00) (the "Note");

(b) Any and all renewals, extensions, substitutions and modifications of the Note, together with interest, if any, at the rates specified in the Note, and to secure any other indebtedness by Trustor to Beneficiary, now or hereafter arising under the terms hereof or in any other instrument constituting additional security for the Note or under any other instruments or evidences of indebtedness now or hereafter arising between Trustor and Beneficiary which recite that the same are secured hereby, and all other sums of money secured hereby, as hereinafter provided, and to secure the performance of and compliance with all of the terms and conditions of each agreement of Trustor contained herein or in any other instrument executed by the Trustor for the purpose of further securing the indebtedness represented by the Note.

Upon Trustor's payment in full of the Note and discharge of all other obligations secured hereby, the estate, right, title and interest of the Trustee and Beneficiary in the Premises shall cease, terminate and become void, and upon proof being given to the satisfaction of Beneficiary that the Note, together with interest, if any, thereon have been paid or satisfied, and upon payment of all fees, costs, charges, expenses and liabilities chargeable or incurred or to be incurred by Trustee or Beneficiary, and of any other sums as herein provided, the Trustee shall, upon receipt of the written request of Beneficiary, cancel, release, reconvey, and discharge this Deed of Trust.

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ARTICLE ONE

TRUSTOR'S COVENANTS

Trustor covenants and agrees with Trustee and Beneficiary as follows:

1.01 Title. Trustor warrants that it has full power and authority to grant and convey the Premises by this Deed of Trust; that this Deed of Trust is, and shall remain, a valid and enforceable lien on the Premises.

Trustor shall, at its sole cost and expense, and without expense to Beneficiary, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, assignments, notices of assignments, transfers and assurances as Beneficiary shall from time to time require, for purposes of conveying, assigning, transferring and confirming unto the Trustee or Beneficiary the Premises and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to the Trustee or Beneficiary, or for carrying out the intention of and/or facilitating the performance of the terms of this Deed of Trust.

1.02 Payment of the Note. Trustor shall promptly and punctually pay: All principal and interest and all other sums to become due with respect to the Note in accordance with its terms and shall fully and promptly perform each and all of Trustor's obligations hereunder.

1.03 Maintenance and Repair. Trustor shall keep all of its improvements now or hereafter constructed upon the Property in good operating order, repair and condition (reasonable wear and tear excepted) and shall not commit or permit any waste thereof. Trustor shall make all repairs, replacements, renewals, additions and improvements which may be constructed, damaged or destroyed thereon, and pay, when due, all costs incurred with respect thereto. Trustor shall not demolish or materially alter any such improvements to the Property without the prior written consent of Beneficiary. Trustor shall permit Trustee or Beneficiary or its agents the opportunity to inspect the Premises, including the interior of any structures, at any reasonable time.

1.04 Compliance with Laws. Trustor shall comply with all laws, ordinances, regulations, easement agreements, covenants, conditions and restrictions affecting the Premises or

88 1576359

the operation thereof, and shall pay all fees or charges of any kind in connection therewith.

1.05 Insurance.

(a) Trustor shall keep, or cause to be kept, all buildings and improvements now or hereafter situated on the Property insured against loss or damage by fire and other hazards as hereinafter required.

(b) Trustor shall initially maintain, or cause to be maintained (i) a policy of fire and extended coverage insurance, with a vandalism and malicious mischief endorsement, in an amount not less than the full replacement cost of the improvements to the Property (exclusive of the cost of excavations, foundations and footings below the lowest basement floor), which policies shall, if required by Beneficiary, contain an agreed value clause sufficient (as determined by Beneficiary) to eliminate any risk of co-insurance, and (ii) a policy of comprehensive public liability insurance insuring Lender and Borrower, with a combined single limit of Two Million Dollars (\$2,000,000.00) insuring against liability for injury or death to a person and Property damage occurring with respect to the Premises from any cause whatsoever. Notwithstanding anything to the contrary hereinabove stated, Trustor's obligations to carry the insurance required hereunder may be brought within the coverage of so-called blanket policies of insurance carried and maintained by Trustor and approved by Beneficiary.

(c) During the course of any construction or repair of improvements on the Property, builder's completed value risk insurance against "all risk of physical loss," including collapse and transit coverage, covering the total value of work performed and the equipment, supplies, and materials furnished;

(d) During the course of any construction, repair, or other work on the Property, worker's compensation insurance (including employer's liability insurance, if requested by Beneficiary) for all employees of Trustor engaged on or with respect to the Property in such amount as is reasonably satisfactory to Beneficiary, or, if such limits are established by law, in such amounts;

(e) Trustor shall maintain such other forms of insurance and in such amounts as Beneficiary may reasonably require from time to time against the same or other hazards;

(f) All policies of insurance required to be furnished hereunder shall (i) name Beneficiary as an additional insured, (ii) be issued by companies approved by

Beneficiary, (iii) contain a Noncontributory Standard Mortgagee Clause and a Lender's Loss Payable Endorsement (Form 438 BFU), or their equivalent, in favor of Beneficiary, (iv) provide that the proceeds thereof shall be payable to Beneficiary to the extent of its interest, (v) provide that said policies cannot be modified or cancelled without at least thirty (30) days prior written notice to Beneficiary, and (vi) be subject to the approval of Beneficiary as to amount, content, form and expiration dates;

(g) Trustor shall furnish to Beneficiary the copies of each policy required hereunder and, at least twenty (20) days prior to the expiration thereof, proof of issuance of a policy continuing in force the coverage provided by the expiring policy. If Trustor does not deposit with Beneficiary a copy of such new policy(ies) of insurance with evidence of payment of premiums within such period, Beneficiary may, but shall not be obligated to, procure such insurance and Trustor shall pay the premiums thereon promptly upon demand;

(h) Trustor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Beneficiary is included thereon as an additional insured. Trustor shall immediately notify Beneficiary whenever any such separate insurance is obtained and shall promptly deliver to Beneficiary copies of policies of such insurance; and

(i) In the event of a foreclosure or other transfer of title to the Premises in lieu of foreclosure, or by purchase at the foreclosure sale, all interest in any insurance policies in force shall pass to Beneficiary, transferee or purchaser as the case may be.

1.06 Casualty. Trustor shall promptly notify Beneficiary of any loss whether or not covered by insurance which is in excess of \$5,000.00. In case of loss or damage by fire or other casualty covered by standard fire and extended coverage insurance (excluding casualties routinely excepted from such coverage), Beneficiary is authorized to settle and adjust any claim under insurance policies which insure against such risks, subject to Trustor's right to join Beneficiary and participate in any and all settlements and/or adjustments of any such claim. Beneficiary is hereby authorized to collect and receive any such insurance proceeds. Except as otherwise provided in this Section, any and all insurance proceeds, at the option of Beneficiary, may be applied by Beneficiary against amounts due and owing under the Note, or may be held by Beneficiary without any allowance of interest and used to reimburse Trustor for the cost of the rebuilding or restoration of buildings or

improvements on the Property, in which event such proceeds shall be applied as follows:

(a) Trustor shall deliver, or cause to be delivered, to Beneficiary evidence satisfactory to Beneficiary of the total cost of the rebuilding or restoration of the buildings or improvements on the Property so as to be of at least equal value and substantially the same character as prior to such damage, and Trustor shall provide Beneficiary with evidence satisfactory to Beneficiary that Trustor has available a total sum of money which, when added to any and all insurance proceeds in the possession of Beneficiary, shall be sufficient to pay the costs of such rebuilding or restoration.

(b) Upon satisfaction of the conditions set forth in (a) hereinabove, insurance proceeds may be paid by Beneficiary to the Trustor, or at the option of Beneficiary, directly to the contractor or contractors charged with rebuilding such damaged or destroyed improvements, from time to time as such rebuilding or restoration progresses, subject to:

(i) Beneficiary's approval of all plans and specifications for such rebuilding or restoration prior to the commencement of such rebuilding or restoration;

(ii) Trustor's delivery to Beneficiary of evidence satisfactory to Beneficiary of Trustor having acquired a Builder's All-Risk Insurance Policy for such rebuilding or restoration; and

(iii) The absence of any insurer's claim of any right of participation in or assignment of rights with respect to the indebtedness secured hereby.

Any payments made by Beneficiary for rebuilding or restoration pursuant to this Section shall be made only upon written request of the Trustor accompanied by (i) a certificate of an independent architect satisfactory to Beneficiary that the amount requested has been paid or is then due and payable and properly part of the cost of such rebuilding or restoration; (ii) evidence satisfactory to Beneficiary that there are no mechanics or similar liens for labor or materials in connection with such rebuilding or restoration to date, or that such have been adequately provided for to Beneficiary's satisfaction; and (iii) such rebuilding or restoration following such work will be in conformance with all governmental laws, ordinances or regulations applicable to the Property and substantially in accordance with the plans therefor approved by Beneficiary. The buildings and improvements shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior

to such damage or destruction. Any surplus which may remain out of said insurance proceeds after payment of such cost of rebuilding or restoration shall, at the option of Beneficiary be applied on account of the indebtedness secured hereby or be paid to Trustor. Notwithstanding anything to the contrary hereinabove stated, provided that Trustor is not in default hereunder and the Beneficiary has determined that its security will not thereby be impaired, Beneficiary shall make such insurance proceeds as are recovered by reason of an insured casualty available to Trustor for the cost of rebuilding and/or restoring the buildings and improvements on the Property in the manner and pursuant to the conditions hereinabove stated in this Section.

1.07 Condemnation. Trustor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation of the Property or any portion thereof, shall notify Beneficiary of the pendency thereof. Trustor hereby assigns, transfers and sets over unto Beneficiary all compensation, rights of action and the entire proceeds of any award and any claim for damages for any part of the Property taken or damaged under the power of eminent domain or by condemnation award, at the sole option of Beneficiary, shall be applied against amounts due and owing under the Note, or, provided that Trustor is not in default hereunder and Beneficiary determines that its security will not thereby be impaired, such proceeds shall be held by Beneficiary and be made available to Trustor for rebuilding and/or restoring the buildings and improvements on the Property in the manner and subject to the conditions set forth in Section 1.06 above. If the proceeds are made available by Beneficiary to reimburse the Trustor for the cost of said rebuilding or restoration, any surplus which may remain out of said proceeds after payment of such cost of rebuilding or restoration shall, at the option of Beneficiary, be applied on account of the indebtedness secured hereby or be paid to Trustor. Trustor agrees to execute such further assignments of any compensation, award, damages, right of action and proceeds, as Beneficiary may require in accordance with the terms hereof.

1.08 Liens and Encumbrances. Except as otherwise provided in this Deed of Trust, Trustor shall pay, when due, all obligations, lawful claims or demands of any person which, if unpaid, might result in, or permit the creation of, a lien or encumbrance on the Property, or any part thereof, or on the rents, issues, income and profits arising therefrom, whether such lien would be senior hereto, including, without limiting the generality of the foregoing, all claims of mechanics, materialmen, laborers and others for work or labor performed or materials or supplies furnished in connection with any work of demolition, alteration, improvement of or construction upon the Property, or any portion thereof. Notwithstanding the foregoing, Trustor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such claims or

demands by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Trustor's covenant to pay any such claims or demands at the time and in the manner provided in this Section 1.08, unless Trustor has given prior written notice to Beneficiary of Trustor's intent to so contest or object to any such claim or demand, and unless, at Beneficiary's sole option, (i) Trustor shall demonstrate to Beneficiary's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Property, or any part thereof, to satisfy such claim or demand prior to final determination of such proceedings; or (ii) Trustor shall furnish a good and sufficient bond or surety as requested by and as satisfactory to Beneficiary; or (iii) Trustor shall provide a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings.

1.09 Taxes and Assessments. Trustor shall pay, or cause to be paid, in full prior to delinquency and, in any event, before any penalty or interest attaches, all general taxes and assessments, special taxes, special assessments, water charges, sewer service charges, and all other charges against the Property, or any portion thereof and shall if requested by Beneficiary, furnish, or caused to be furnished, to Beneficiary copies of official receipts evidencing the payment thereof. Notwithstanding the foregoing, Trustor shall have the right to contest, by property proceedings, any claim, demand, levy, assessment law, ordinance, rule, regulation or requirement asserted by a third party against the Property, provided that Trustor shall prosecute such contest diligently and in good faith and such contest shall not expose Beneficiary or Trustee to any civil or criminal penalty or liability or any impairment of Beneficiary's security. Upon Beneficiary's or Trustee's demand, Trustor shall furnish Beneficiary a surety bond or other adequate security satisfactory to Beneficiary sufficient both to indemnify Beneficiary against liability and hold the Property free from adverse effect in the event the contest is not successful.

1.10 Indemnification. Trustor shall appear in and defend any suit, action or proceeding that might in any way and in the sole judgment of Beneficiary affect the title to the Premises or the rights and powers of Trustee or Beneficiary. Trustor shall, at all times, indemnify, hold harmless and on demand shall reimburse Beneficiary for any and all loss, damage, expense or cost, including the cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust, shall bear interest at the rate specified in the Note, shall be secured hereby and shall be due and payable on demand. Trustor shall pay all costs of suit, cost of evidence of title and reasonable attorneys' fees in any proceeding or suit brought by Trustee or Beneficiary to foreclose the lien of this Deed of Trust, whether

such foreclosure be by power of sale, judicial foreclosure or otherwise.

1.11 Advances. If Trustor shall be or become in default of any of its obligations hereunder, or under the Note or any agreement or instrument constituting additional security for the Note, Beneficiary may, but without obligation to do so, make advances to perform the same on behalf of Trustor, and all sums so advanced shall be secured by this Deed of Trust. Trustor shall repay on demand all sums so advanced on its behalf with interest thereon at the rate specified in the Note. Nothing herein contained shall prevent any such failure to perform on the part of Trustor from constituting an event of default as defined below.

1.12 Time. Trustor agrees that time is of the essence hereof in connection with all obligations of the Trustor herein or in connection with the payment of the Note or any other agreement or instrument constituting additional security for the Note.

1.13 Estoppel Certificates. In connection with a sale or assignment by Beneficiary of its interest in the Note and the Deed of Trust, or for such other reasons as Beneficiary shall reasonably require same, Trustor within ten (10) days after written request, shall furnish a duly executed and acknowledged written statement setting forth the amount of the debt secured by this Deed of Trust and stating either that no setoffs or defenses exist with respect to such debt or, if such setoffs or defenses are alleged to exist, the nature thereof.

1.14 Records. Trustor agrees to keep accurate books and records of account with respect to the Premises in accordance with Generally Accepted Accounting Principles.

1.15 Assignment of Rents. Trustor hereby assigns and transfers to Beneficiary all the rents, issues and profits of the Premises, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all such rents, issues and profits and apply the sale to the indebtedness secured hereby; provided, however, that Trustor shall have the right to collect such rents, issues and profits (but not more than one month in advance) prior to or at any time there is not an event of default hereunder. The assignment of the rents, issues and profits of the Premises is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

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1.16 Collection Upon Default. Upon any event of default hereunder, Beneficiary may, at any time following notice to Trustor in the manner herein provided, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Premises or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby and in such order as Beneficiary may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Premises or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

1.17 Inspections. Beneficiary, and its agents, representatives and workmen, are authorized to enter, subject to the rights of persons in possession, at any reasonably time upon or on any part of the Premises for the purpose of inspecting the same and for the purpose of performing any of the acts it or Trustor is authorized to perform under the terms of this Deed of Trust.

1.18 Hazardous Substances. Trustor shall not knowingly permit the use, storage, handling or disposal of hazardous or toxic substances or materials (as the same are defined or referred to under applicable laws, collectively hereinafter "Hazardous Substances") on the Property or the improvements thereon (the "Improvements") in violation of any applicable local, state or federal law or ordinance. Trustor shall be responsible for and shall defend, indemnify and hold Beneficiary, and the successors and assigns of Beneficiary, the officers, directors, agents, employees, stockholders and attorneys of Beneficiary and its successors and assigns, and the parents, subsidiaries and affiliated companies of Beneficiary and its successors and assigns, and the officers, directors, agents, employees, stockholders, and attorneys of each such parent, subsidiary and affiliated company, and each of them ("Beneficiary's Releasees"), harmless from and against all claims, costs and liabilities, including attorneys' fees and costs, (including those arising out of third party claims or the indemnified party's negligence), arising out of or in connection with (i) the storage, use or disposal of Hazardous Substances on the Property or in the Improvements, or (ii) the presence of Hazardous Substances on the Property or the Improvements from any source whatsoever irrespective of whether it is contended or established that such storage, use, disposal or presence existed or was created before or after Trustor acquired its interest in the Property. Trustor shall further be solely responsible for and shall defend, indemnify and hold Beneficiary's Releasees

harmless from and against all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal and clean up of such Hazardous Substances. Trustor hereby indemnifies Beneficiary's Releasees and agrees to hold Beneficiary's Releasees harmless from any loss incurred by or liability imposed on Beneficiary's Releasees by reason of Trustor's failure to perform or observe any of its obligations or agreements contained herein. The obligations and indebtedness of Trustor under this Section 1.18, notwithstanding anything contained herein or any other document or agreement which may be construed to the contrary, (a) shall not be secured by this Deed of Trust, and shall not be subject to California Code of Civil Procedure §§580(a), 580(d), 726, or any other antideficiency laws, and (b) shall survive the foreclosure or reconveyance of the Deed of Trust, the payment of the loan evidenced by the Note, and the cancellation of the Note.

ARTICLE TWO

DEFAULT

2.01 Events of Default. The following shall be deemed to be events of default hereunder:

(a) The failure to make any payment within the time required by and in accordance with the terms of the Note, this Deed of Trust, or any other certificate, agreement, or instrument made or delivered pursuant to or in connection with the making of the loan secured by this Deed of Trust (collectively the "Loan Documents").

(b) The failure of Trustor to perform or observe any term, covenant, or agreement contained in any of the Loan Documents on its part to be performed or observed, other than a failure to make a payment covered by subparagraph (a) above, and such event shall continue uncured for a period of fifteen (15) days after written notice of such failure is given to Trustor (a "Nonmonetary Default"); provided that notwithstanding the 15-day cure period described above in this subparagraph (b), if a different notice or cure period is specified in any Loan Document or in any provision of any Loan Document as to any such Nonmonetary Default, the specific Loan Document or provision shall control, and Trustor shall have no more time to cure the Nonmonetary Default than is allowed under the specific Loan Document or provision as to such Nonmonetary Default;

(c) The failure to perform any of the terms, covenants, conditions or agreements of any other mortgage, deed of trust, or other security agreement encumbering the Premises, if any, whether senior or subordinate hereto.

(d) The sale, assignment, transfer or conveyance, whether voluntary or by operation of law, of fifty percent (50%) or more of Trustor's interest in and to the Premises, and/or the granting of any mortgage, deed of trust or other security interest by Trustor from and after the date hereof, encumbering fifty percent (50%) or more of Trustor's right, title or interest therein.

(e) Any representation or warranty in the Deed of Trust, or in any other Loan Document proves to have been incorrect or inaccurate in any material respect when made.

(f) Should the Trustor or any of its successors and assigns:

(i) File a petition in voluntary bankruptcy or for an arrangement or reorganization pursuant to the Bankruptcy Reform Act of 1978, or any similar law, state or federal, whether now or hereafter existing (hereafter referred to as a "Bankruptcy Proceeding");

(ii) File any answer admitting insolvency or inability to pay its debts;

(iii) Fail to obtain a vacation or stay of any involuntary Bankruptcy Proceeding within forty-five (45) days, as hereinafter provided;

(iv) Be adjudicated a bankrupt or be declared insolvent in any Bankruptcy Proceeding;

(v) Have a trustee or receiver appointed for or have any court take jurisdiction of its property, or the major part thereof, in any involuntary proceeding for the purpose or reorganization, arrangement, dissolution or liquidation if such trustee or receiver shall not be discharged or if such jurisdiction be relinquished, vacated or stayed on appeal or otherwise within forty-five (45) days;

(vi) Make an assignment for the benefit of its creditors;

(vii) Admit in writing its inability to pay its debts generally as they become due; or

(viii) Consent to the appointment of a receiver or trustee of all its property, or the major part thereof.

2.02 Remedies.

(a) Upon and after any such event(s) of default, Beneficiary, after notice, if any, as required by applicable law, may declare the entire principal of the Note then outstanding and all accrued and unpaid interest thereon, and all other obligations of Trustor hereunder to be immediately due and payable.

(b) Upon and after any such event(s) of default, the Trustee or Beneficiary personally or by its agents or attorneys, may enter into and upon all or any part of the Premises, and each and every part thereof, and may exclude Trustor, its agents and servants wholly therefrom; and, having and holding the same, may use, operate, manage and control the Premises or any part thereof, and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and, upon every such entry, the Trustee or Beneficiary, at the expense of the Trustor, from time to time, either by purchase, repairs or construction, may maintain and restore the Premises or any part thereof, and, in the course of such construction, may make such changes in the contemplated improvements as it may deem desirable and may insure the same; and, likewise, from time to time, at the expense of the Trustor, the Trustee or Beneficiary may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon it deems advisable; and, in every such case, the Trustee or Beneficiary shall have the right to manage and operate the Premises or any part thereof and to carry on the business thereof and exercise all rights and powers of Trustor with respect thereto, either in the name of Trustor or otherwise as Beneficiary shall deem best; and receive all earnings, revenues, rents, issues, profits shall, for all purposes, constitute property of Trustor; and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance or other charges upon the Premises or any part thereof, as well as just and reasonable compensation for the services of the Trustee or Beneficiary and for all attorneys, counsel, agents, clerks, servants and other employees by it engaged and employed, Beneficiary shall apply the moneys arising as aforesaid first to the payment of any sums required to be paid by the Trustor under this Deed of Trust, then to the

payment of any and all outstanding accrued and unpaid interest due on the Note and lastly to the principal of the Note.

(c) Upon and after any such event(s) of default, the Trustee may, and upon the written request of Beneficiary shall, and Beneficiary may, to the extent permitted by law, with or without entry, personally or by its agents or attorneys, insofar as applicable:

(i) Sell the Premises and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, at one or more sales, as an entity or in parcels and at such time and place and after such notice thereof as may be required or permitted by law at public auction to the highest bidder for cash, in lawful money of the United States of America, payable at the time of sale;

(ii) Institute proceedings for the complete or partial foreclosure of this Deed of Trust as a mortgage;

(iii) Apply to any court of competent jurisdiction for the appointment of a receiver or receivers for the Premises or any part thereof to operate the same and collect all the earnings, revenues, rents, issues, profits and income therefrom; or

(iv) Take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement set forth in the Note or in this Deed of Trust, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Beneficiary shall elect.

(d) The Trustee may postpone from time to time any sale by it to be made under or by virtue of this Deed of Trust by announcement at the time and place appointed for such sale or for such postponed sale or sales; and, except as otherwise provided by any applicable provision of law, the Trustee, without further notice or publication, may make such sale at the time and place to which the same shall be so postponed.

(e) Upon the completion of any sale or sales made by the Trustee under or by virtue of this Section, the Trustee shall execute and deliver to the accepted purchaser

or purchasers a good and sufficient deed, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any such sale or sales made under or by virtue of this Section, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, or Trustor in and to the property and rights so sold, and shall be a perpetual bar both at law and in equity against Trustor and against any and all persons claiming or who may claim the same, or any part thereof from through or under Trustor.

(f) The proceeds or avails of any sale made under or by virtue of this Section, together with any other sums which then may be held by the Trustee or Beneficiary under this Deed of Trust, whether under the provisions of this section or otherwise, shall be applied as follows:

First: To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustee Beneficiary's and Trustee's agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by the Trustee or Beneficiary under this Deed of Trust, together with interest at the rate of interest per annum on the date of each advance as then provided in the Section hereof, entitled "Advances," on all advances made by the Beneficiary and all taxes or assessments, except any taxes, assessments or other charges subject to which the Premises shall have been sold.

Second: To the payment of the whole amount then due, owing or unpaid upon the Note for principal and interest in the manner described in Section 2.02(b) hereof, with interest on the unpaid principal and accrued interest at the rate provided in the Section hereof entitled "Advances," from and after the happening of any event of default described above from the due date of any such payment of principal until the same is paid.

Third: The payment of the surplus, if any to whomsoever may be lawfully entitled to receive the same.

(h) Upon any sale made under or by virtue of this Section, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Beneficiary may

bid for and acquire the Premises or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting the indebtedness of Trustor secured by this Deed of Trust. Beneficiary, upon so acquiring the Premises, or any part thereof so sold, shall be entitled to hold, lease, rent, operate, manage and sell the same in any manner provided by applicable laws.

(i) No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this instrument to Trustee or Beneficiary, or to which either of them may otherwise be entitled, may be exercised from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue inconsistent remedies. If there exists additional security for the performance of the obligations secured hereby, the holder(s) of the Note, at their sole option and without limiting or affecting any rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder either concurrently with whatever other rights it may have in connection with such other security or in such order as it may determine.

ARTICLE THREE

MISCELLANEOUS TERMS AND CONDITIONS

3.01 Acceptance of Trust, Notice of Indemnification. The Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, becomes a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless Trustee brings such action. Trustee shall not be obligated to perform any act required of it hereunder unless the performance of such act is requested in writing, and Trustee is reasonably indemnified against loss, cost, liability and expense.

3.02 Powers of Trustee. From time to time, upon written request of Beneficiary and presentation of this Deed of Trust for endorsement, and without affecting the personal liability, if any, of any person for payment of any indebtedness or performance of the obligations secured hereby, Trustee may, without liability therefor and without notice: reconvey all or any part of the Premises; consent to the making of any map or plat thereof; join in granting any easement thereon; join in any

declaration of covenants and restrictions; or join in any extension agreement or any agreement subordinating the lien or charge hereof. Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder and the enforcement of the rights and remedies available hereunder, and Trustee or Beneficiary may obtain orders or decrees directing or confirming or approving acts in the execution of said trusts and the enforcement of said remedies. Trustee has no obligation to notify any party of any pending sale or any action or proceeding unless held or commenced and maintained by the Trustee under this Deed of Trust. Trustor shall pay to Trustee reasonable compensation and reimbursement for services and expenses in the administration of the trusts created hereunder, including reasonable attorneys' fees. Trustor indemnifies Trustee and Beneficiary against all losses, claims, demands and liabilities which either may incur, suffer or sustain in the execution of the trusts created hereunder or in the performance of any act required or permitted hereunder by law.

3.03 Substitution of Trustee. From time to time, by a writing signed and acknowledged by Beneficiary and filed for record in the Office of the Recorder of Los Angeles County, California, Beneficiary may appoint another trustee to act in the place and stead of Trustee or any successor. Such writing shall refer to this Deed of Trust and set forth the date, book and page of its recordation. The recordation of such instrument of substitution shall discharge Trustee herein named and shall appoint the new trustee as the Trustee hereunder with the same effect as if originally named trustee herein. A writing recorded pursuant to the provisions of this Section shall be conclusive proof of the property substitution of such new trustee.

3.04 Marshalling of Assets. Trustor, on its own behalf and on behalf of its successors and assigns, hereby expressly waives all rights to require a marshalling of assets by the Trustee or Beneficiary or to require Trustee or Beneficiary to first resort to the realization by Beneficiary of any other security it may hold, or to the sale of any portion of the Premises which might have been retained by Trustor before the foreclosing upon and selling any other portion as may be conveyed by the Trustor subject to this Deed of Trust.

3.05 No Waiver. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy occurring hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

3.06 Protection of Security. Should Trustor fail to make any payment or to perform any covenant as herein provided, Beneficiary (but without obligation to do so and without

releasing Trustor from any obligation hereof) may: make or do the same in such manner and to such extent as Beneficiary may deem necessary to protect the security hereof, Beneficiary being authorized to enter upon the Premises for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary; pay, purchase, contest, compromise or cure any default under any encumbrance, charge or lien which, in the judgment of Beneficiary, is prior or superior hereto and, in exercising any such power, incur any liability and expend whatever amounts in its absolute discretion as it may deem necessary therefor, including cost of evidence of title and reasonable counsel fees. Any expenditures in connection herewith shall constitute part of the indebtedness secured by this Deed of Trust.

3.07 Rules of Construction. When the identity of the parties hereto or other circumstances make it appropriate, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The headings of each paragraph are for information and convenience only and do not limit or construe the contents of any provisions hereof.

3.08 Severability. If any term of this Deed of Trust or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed of Trust or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

3.09 Successors in Interest. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but also on their heirs, executors, administrators, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the holder and owner, including pledges, of the Note secured hereby, whether or not named as Beneficiary herein.

3.10 Notices. All notices to be given pursuant to this Deed of Trust shall be sufficient if (i) personally delivered, or (ii) mailed postage prepaid, certified or registered mail, return receipt requested, to the above described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon receipt, if personally delivered, or three (3) days after the date on which such notice is deposited in the mail, in the manner required by clause (ii) above.

3.11 Modifications. This Deed of Trust may not be amended, modified or changed, nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

3.12 Waiver of Right of Offset. No portion of the indebtedness secured by this Deed of Trust shall be or be deemed to be offset or compensated by all or any part of any claim, cause of action, counterclaim, or cross-claim, whether liquidated or unliquidated, which Trustor may have or claim to have against Beneficiary. Trustor waives, to the fullest extent permitted by applicable law, the benefits of California Code of Civil Procedure §431.70, which provides:

"Where cross-demands for money have existed between persons at any point in time when neither demand was barred by the statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in the answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting the person's claim would at the time of filing the answer be barred by the statute of limitations. If the cross-demand would otherwise be barred by the statute of limitations, the relief accorded under this section shall not exceed the value of the relief granted to the other party. The defense provided by this section is not available if the cross-demand is barred for failure to assert it in a prior action under Section 426.30. Neither person can be deprived of the benefits of this section by the assignment or death of the other. For the purposes of this section, a money judgment is a "demand for money" and, as applied to a money judgment, the demand is barred by the statute of limitations when enforcement of the judgment is barred under Chapter 3 (commencing with Section 683.010) of Division 1 of Title 9."

3.13 Consents and Approvals to Be in Writing. Whenever the consent or approval of Trustor is specified as a condition of any provisions of this Deed of Trust, such consent or approval by Trustor shall not be effective unless such consent or approval is in writing, subscribed by Trustor.

3.14 Governing Law. This Deed of Trust shall be construed according to and governed by the laws of the State of California.

/ / /

IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be executed and delivered as of the date first above written.

"Trustor"

Pick Your Part Auto Wrecking

By Glenn C. McElroy
Title President
By Chris L. McElroy
Title Vice Pres

:note

STATE OF CALIFORNIA

COUNTY OF ORANGE } ss

On Sept. 12, 1988, before me, the undersigned Notary Public in and for said State, personally appeared

Glenn C. McElroy and
Chris L. McElroy

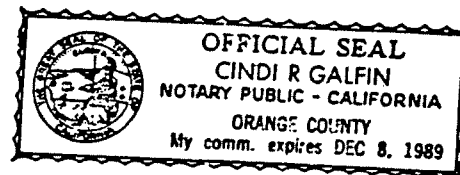
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as the _____ President and as the Vice Pres. ~~Secretary~~ on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature

Cindi R. Galfin



FOR NOTARY SEAL OR STAMP



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EXHIBIT "A"

PARCEL 1:

Lots 8 and 10 of Tract No. 9328, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 179 Pages 9 and 10 of Maps, in the office of the County Recorder of said County. 22

PARCEL 2:

Lots 12 and 24 in Block 18 of Los Angeles Land and Water Company's Subdivision of part of the MacLay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3 Pages 17 and 18 of Maps, in the office of the County Recorder of said County.

EXCEPT THEREFROM an easement for conveyor systems, water pipelines and incidental purposes upon, across, under, over and through the property described as follows:

That portion of Lot 12, Block 18, Los Angeles Land and Water Company's Subdivision of a part of the MacLay Rancho, as per Map recorded in Book 3, pages 17 and 18 of Maps, and Lots 8 and 10, Tract No. 9329 as per Map recorded in Book 179, pages 9 and 10 of Maps, all in the office of the Los Angeles County Recorder, within a strip of land of various widths as set forth below; the center line of which is described as follows:

Commencing at a point, designated as Point A, on the center line of Glenoaks Boulevard, 100 foot wide, and lying 1.89 feet southeasterly of the intersection of the centerlines of Peoria Street and Glenoaks Boulevard; thence South $08^{\circ}44'39''$ West, approximately 65 feet to a point lying on the northwesterly prolongation of the southwesterly line of Glenoaks Boulevard; said point being the True Point of Beginning and being designated as Point B; thence South $08^{\circ}44'39''$ West to a point designated as Point C, said point lying 88.62 feet from Point A, and lying on a line bearing South $08^{\circ}44'39''$ West from Point A; thence South $08^{\circ}44'39''$ West, 75.13 feet to a point designated as Point D; then South $37^{\circ}00'42''$ West, 130 feet to a point designated as Point E; thence South $37^{\circ}00'42''$ West, 610 feet to a point designated as Point F; thence South $37^{\circ}00'42''$ West, 140 feet to a point designated as Point G; thence South $37^{\circ}00'42''$ West, approximately 100 feet to a point lying on the northeasterly line of Lot 9 of Tract 9329, said point being designated as Point H.

That portion of the above described strip of land which extends from Point B to Point C shall be 35 feet wide, lying 20 feet westerly and 15 feet easterly, measured at right angles, from the above described center line.

That portion of the above described strip of land which extends from Point C to Point D shall be 65 feet wide, lying 50 feet westerly and 15 feet easterly, measured at right angles, from the above described center line.

That portion of the above described strip of land which extends from Point D to Point E shall be 65 feet wide, lying 50 feet westerly and 15 feet easterly, measured at right angles, from the above described center line.

That portion of the above described strip of land which extends from Point E to Point F shall be 35 feet wide, lying 20 feet westerly and 15 feet easterly, measured at right angles, from the above described center line.

That portion of the above described strip of land which extends from Point F to Point G shall be 60 feet wide, lying 20 feet westerly and 40 feet easterly, measured at right angles, from the above described center line.

That portion of the above described strip of land which extends from Point G to Point H shall be 35 feet wide, lying 20 feet westerly and 15 feet easterly, measured at right angles, from the above described center line.

The southwesterly side lines of the above described easement are to be prolonged or shortened so as to terminate on the northeasterly line of said Lot 9.

The northerly side lines of the above described easement are to be prolonged or shortened so as to terminate on the northerly property line of Trustor's property.

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RECORDING REQUESTED

87-2023459

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME CalMat Land Co.
ADDRESS 3200 San Fernando Road
CITY & STATE Los Angeles, CA 90065
ZIP Attention: Legal

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31 MIN. PAST 9 A.M. DEC 23 1987

FEE \$7 C
2

Title Order No. Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

The undersigned declares that the documentary transfer tax is \$ 0.00 *The Grantors and Grantees in this conveyance are comprised of the same parties who continue to hold the same and is proportional interest in the property.*
☐ computed on the full value of the interest or property conveyed, or is
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in
☐ unincorporated area ☒ city of Los Angeles and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CALIFORNIA PORTLAND CEMENT COMPANY

a corporation organized under the laws of the State of California
hereby GRANT(S) to

CalMat Land Co., a California corporation

the following described real property in the city of Los Angeles
County of Los Angeles, state of California:

SEE ATTACHED EXHIBIT "A"

This is a transfer among members of an affiliated group, exempt from reassessment under Revenue and Taxation Code §64(b), and exempt from documentary transfer tax under Revenue and Taxation Code §11923(d). CalMat Land Co. and California Portland Cement Company are both wholly owned subsidiaries of CalMat Co., a Delaware corporation.

APN 2408-036-001; 2538-010-002,006; 2538-022-020

Dated December 18, 1987

STATE OF CALIFORNIA

SS.

COUNTY OF Los Angeles

On this 18 day of December 19 87
before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Mills

personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President, and

Scott Wilcott personally known to me or proved to me on the basis of satisfactory evidence to be

Secretary of the corporation that executed the within Instrument, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Faye A. Barnes
Signature of Notary

CALIFORNIA PORTLAND CEMENT COMPANY

BY

Vice President

BY

Secretary

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
FAYE A. BARNES
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires APR 23, 1990

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE
CalMat Land Co., Real Estate Property Manager, 3200 San Fernando Rd, L.A., CA
Name City & State 90065
Street Address
CAL 2 (Rev 9.82)

EXHIBIT "A"

PARCEL 1

Tract No 9329 (ex of st) Lot 6.

PARCEL 2

Tract No 9329 Lot 9.

PARCEL 3

(Ex of sts) Lots 12 and 24 Blk 18 Los Angeles Land and Water Cos
sub of a part of MacLay Rancho and (ex of sts) Lots 8 and 10
Tract No 9329.

PARCEL 4

*Tr=10627*Lot com at intersection of N line of P M 81-37-39 with
E line of Lot 15 th N on SD E line to most N cor of SD lot th W
at R/A to E line of Tujunga Ave (vac) 30 ft th S on c/l of SD
vac S to SW prolongation of SD N line th NE thereon to beg por
of vac st and por of Lot 15.

RECORDING REQUESTED BY

88- 388006

149

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME
ADDRESS
CITY & STATE
Zip

CalMat Properties Co.
3200 San Fernando Rd.
Los Angeles, CA 90065

Attn: Legal Dept.
Title Order No. Escrow No.

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31 MIN. 2 P.M. MAR 22 1988
PAST.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

FEE \$ 7	M
	2

The undersigned declares that the documentary transfer tax is \$ 0.00 and is
☐ computed on the full value of the interest or property conveyed, or is
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in
☐ unincorporated area ☒ city of Los Angeles and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CALMAT CO., successor in interest by merger to Conrock Co., a corporation, which was formerly known as Consolidated Rock Products Co., a corporation
a corporation organized under the laws of the State of Delaware
hereby GRANT(S) to

CalMat Properties Co., a California corporation,

the following described real property in the City of Los Angeles
County of Los Angeles, state of California:

SEE ATTACHED EXHIBIT "A"

This is a transfer among members of an affiliated group, exempt from reassessment under Revenue and Taxation Code §64(b), and exempt from documentary transfer tax under Revenue and Taxation Code §11923(d). CalMat Properties Co. is a wholly owned subsidiary of CalMat Co.

APN 2307-022-010

Dated February 26 1988

STATE OF CALIFORNIA

COUNTY OF Los Angeles

SS.

On this the 26th day of February 19 88
before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Mills

personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President, and
Scott Wilcott personally known to me or proved to me on the basis of satisfactory evidence to be
Secretary of the corporation that executed the within instrument. per-

CALMAT CO.

by

Vice President

by

Secretary

FOR NOTARY SEAL OR STAMP

2

EXHIBIT "A"

*TR=22668*LOT COM SE ON NE LINE OF SPRR R/W 71.29 FT FROM
INTERSECTION OF SD NE LINE WITH NE LINE OF HOLLYWOOD FRWY (PER
MM 271) TH N 39°05'36" W 42.66 FT TH N 30°03' W 139.79 FT TH
N 23°17'45" W 42.26 FT TH N 14°05'20" W 48.15 FT TH N 21°08'74"
W 870.64 FT TH W TO C/L OF WHITSETT (VAC) AVE TH N ON SD C/L TO
SE LINE OF WHITSETT AVE TH NE THEREON TO NW LINE OF LOT 1 TH NE
AND FOLLOWING BDRY LINE OF SD LOT TO BEG POR OF VAC ST AND POR
OF LOT 1

Grant Deed

We, Fred W. Heatherly and Louise E. Heatherly, husband and wife,

in consideration of Ten DOLLARS

to US in hand paid, receipt of which is hereby acknowledged, do hereby

Grant to Consumers Rock & Gravel Company, a corporation organized and existing under the laws of the State of California, and having its principal office and place of business at the City of Los Angeles, in said State,

the real property in the City of Los Angeles,

County of Los Angeles, State of California, described as

All of Tract No. 6982 as per map recorded in Book 77, page 75 of Maps, in the office of the County Recorder of said County, said property having heretofore been described as all of Tract No. 2920, as per map recorded in Book 37, page 8 of Maps, in the office of the County Recorder of said County.

The above property was, on July 11th, 1923, conveyed to said Fred W. Heatherly for the purpose of vesting the record title in him in order to facilitate the making, platting and recording of the new sub-division mentioned above as Tract No. 6982, and said title is by this deed re-vested in Consumers Rock & Gravel Company. The consideration for so passing title by this deed is less than \$200.00.

To Have and to Hold to said grantee, its successors and assigns.

Witness our hands this 11th

day of October

known to me to be the person, whose name is, subscribed to the foregoing instrument

and acknowledged that it, he, executed the same.

Witness my hand and Official Seal.

Notary Public in and for the County of Los Angeles, State of California.

Grant Deed

INDIVIDUAL

Fred W. Heatherly, et. ux.

TO

Consumers Rook & Gravel Co.

Dated October 11th 1923

Title Insurance and
Trust Company
Los Angeles, California

Order No.

1748

When recorded please mail this deed to

Consumers Rook & Gravel Co.

2600 So. Alameda St.,

Los Angeles, Cal.

COMPANY

RAMBOLD

RECORDED

RECORDED
JUL 26 1923
3 P.M.
IN BOOK 2699
AT PAGE 386
RECORDS LOS ANGELES
COUNTY, CAL.
I certify that I have correctly transcribed
this document in the above mentioned book.
J. A. Bannell
County Clerk, Los Angeles County, Cal.

#31.

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"ALLIED CONCRETE & MATERIALS CO.", A ARIZONA CORPORATION,

"CALMAT CO. OF ARIZONA, INC.", A ARIZONA CORPORATION,

"CALMAT LAND CO.", A CALIFORNIA CORPORATION,

"CALMAT OF CENTRAL CALIFORNIA", A CALIFORNIA CORPORATION,

"CALMAT PROPERTIES CO.", A CALIFORNIA CORPORATION,

"KRIST CONSTRUCTION CO., INC.", A CALIFORNIA CORPORATION,

"RELIANCE TRANSPORT CO.", A CALIFORNIA CORPORATION,

"RIO NORTE ESTE CO.", A CALIFORNIA CORPORATION,

"RIVER BEND CORP.", A CALIFORNIA CORPORATION,

"SANGER ROCK AND SAND", A CALIFORNIA CORPORATION,

"SLOAN CANYON SAND CO.", A CALIFORNIA CORPORATION,

WITH AND INTO "CALMAT CO." UNDER THE NAME OF "CALMAT CO.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2001, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE FIRST DAY OF



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1528133

0251408 8100M

010664948

DATE: 12-27-01

Delaware

PAGE 2

The First State

JANUARY, A.D. 2002, AT 12:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 12/21/2001
010664948 - 0251408

CERTIFICATE OF OWNERSHIP AND MERGER

OF

**ALLIED CONCRETE & MATERIALS CO.,
CALMAT CO. OF ARIZONA, INC.
CALMAT OF CENTRAL CALIFORNIA,
CALMAT LAND CO.,
CALMAT PROPERTIES CO.,
KIRST CONSTRUCTION CO., INC.,
RELIANCE TRANSPORT CO.,
RIO NORTE ESTE CO.,
RIVER BEND CORP.,
SANGER ROCK AND SAND, and
SLOAN CANYON SAND CO.**

Into

CALMAT CO.

In accordance with the provisions of Section 253 of the General Corporation Law of the State of Delaware, CalMat Co., a Delaware corporation ("CalMat-DE"), does hereby certify as follows:

1. CalMat-DE owns all of the outstanding shares of common stock, the only class of stock of which there are outstanding shares, of each of the following corporations, (hereafter collectively referred to as the "CalMat-DE Subsidiaries"):

- (i) Allied Concrete & Materials Co., an Arizona corporation;
- (ii) CalMat Co. of Arizona, Inc., an Arizona corporation;
- (iii) CalMat of Central California, a California corporation;
- (iv) CalMat Land Co., a California corporation;
- (v) CalMat Properties Co., a California corporation;
- (vi) Kirst Construction Co., Inc., a California corporation;
- (vii) Reliance Transport Co., a California corporation;
- (viii) Rio Norte Este Co., a California corporation;

- (ix) River Bend Corp., a California corporation;
- (x) Sanger Rock and Sand, a California corporation; and
- (xi) Sloan Canyon Sand Co., a California corporation.

2. Attached hereto as Exhibit A and incorporated by reference as if fully set forth herein is a true, correct and complete copy of an Action by Unanimous Written Consent of the Board of Directors of CalMat-DE adopted on December 17, 2001, authorizing and approving the merger of the CalMat-DE Subsidiaries with and into CalMat-DE, with CalMat-DE being the surviving corporation.

3. The effective date and time of the merger is January 1, 2002 at 12:01 a.m., Birmingham, Alabama time.

[Signature on the following page.]

IN WITNESS WHEREOF, the undersigned duly authorized officer of CalMat-DE has executed this Certificate of Ownership and Merger as of the 17th day of December, 2001.

CALMAT CO.

By: *William F. Denson, III*
William F. Denson, III
Its Vice President

EXHIBIT A**ACTION BY UNANIMOUS WRITTEN CONSENT
OF
THE DIRECTORS
OF
CALMAT CO.**

The undersigned, constituting all of the directors of CalMat Co., a Delaware corporation ("CalMat-DE"), acting by unanimous written consent in lieu of a meeting, hereby make the following recitals and adopt the following resolutions:

WHEREAS, CalMat-DE owns all of the issued and outstanding common stock, the only class of stock of which there are outstanding shares, of each of the corporations set forth below:

- (i) Allied Concrete & Materials Co., an Arizona corporation;
- (ii) CalMat Co. of Arizona, Inc., an Arizona corporation;
- (iii) CalMat of Central California, a California corporation;
- (iv) CalMat Land Co., a California corporation;
- (v) CalMat Properties Co., a California corporation;
- (vi) Kirst Construction Co., Inc., a California corporation;
- (vii) Reliance Transport Co., a California corporation;
- (viii) Rio Norte Este Co., a California corporation;
- (ix) River Bend Corp., a California corporation;
- (x) Sanger Rock and Sand, a California corporation; and
- (xi) Sloan Canyon Sand Co., a California corporation.

WHEREAS, the directors of CalMat-DE have determined it to be in the best interests of CalMat-DE that the wholly owned subsidiaries of CalMat-DE set forth above be merged with and into CalMat-DE, with CalMat-DE being the surviving corporation.

NOW, THEREFORE, BE IT RESOLVED, that the merger of Allied Concrete & Materials Co.; CalMat Co. of Arizona, Inc.; CalMat of Central California; CalMat Land Co.; CalMat Properties Co.; Kirst Construction Co., Inc.; Reliance Transport Co.; Rio Norte Este Co.; River Bend Corp.; Sanger Rock and Sand; and Sloan Canyon Sand Co., each of

which corporations is a wholly owned subsidiary of CalMat-DE (sometimes hereafter collectively referred to as the "CalMat-DE Subsidiaries") with and into CalMat-DE, with CalMat-DE being the surviving corporation (the "Merger"), be, and it hereby is, authorized and approved;

RESOLVED, that CalMat-DE be, and it hereby is, authorized to assume all of the obligations of the CalMat-DE Subsidiaries pursuant to Section 1110 of the California Corporations Code;

RESOLVED, that the adoption of the Plan of Merger (the "Plan") pursuant to which Allied Concrete & Materials Co. and CalMat Co. of Arizona, Inc. will be merged with and into CalMat-DE, with CalMat-DE being the surviving corporation, substantially in the form as presented to the directors, is advisable, and such agreement be, and it hereby is, adopted and approved;

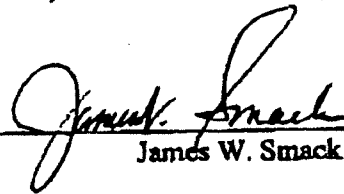
RESOLVED, that the President or any Vice President of CalMat-DE be, and each of them hereby is, authorized and directed to execute and deliver the Plan for and on behalf of CalMat-DE, on substantially the same terms set forth in the Plan presented to the directors, with such additional terms and conditions as the appropriate authorized officer of CalMat-DE may, in his sole discretion, approve, the approval of the form, terms and conditions of the Agreement to be conclusively evidenced by the execution and delivery thereof and such execution and delivery of any such amendments or other documents or certificates, and the execution and delivery of any such amendments or other documents or certificates is hereby ratified, adopted, affirmed and approved;

RESOLVED, that the President or any Vice President of CalMat-DE be, and each of them hereby is, authorized and directed to file with the Secretary of State or other appropriate office in the States of California, Delaware and Arizona any and all documents or certificates necessary to effect the Merger;

RESOLVED, that the Secretary of CalMat-DE be, and he hereby is, authorized and directed to execute or attest at the request of the President or any Vice President of CalMat-DE any and all documents or certificates necessary to effect the Merger; and

RESOLVED, that the President or any Vice President of CalMat-DE be, and each of them hereby is, authorized and directed to do any and all further things, and to execute any and all further documents, on behalf of CalMat-DE as such officer may deem necessary or desirable to effect the purposes of the foregoing resolutions.

DATED as of the 17th day of December, 2001.



James W. Smack

Mark E. Tomkins

William F. Denson, III

DATED as of the 17th day of December, 2001.

James W. Smack

Mark E. Tomkins

Mark E. Tomkins

William F. Denson III

William F. Denson, III



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
P. O. BOX 1468
SACRAMENTO, CA 95812-1468

TAX CLEARANCE CERTIFICATE

December 26, 2001

EXPIRATION DATE: MARCH 15, 2002

BRADLEY ARANT ROSE & WHITE LLP
TERRI A. SADBERRY
2001 PARK PLACE STE 1400
BIRMINGHAM, AL. 35203

ISSUED TO: RIVER BEND CORP
Entity ID 0374013

This letter certifies that all taxes imposed under the Bank and Corporation Tax Law on this corporation have been paid or are secured by bond, deposit, or other security.

Please note the following:

- A final tax return, if not already filed, is due two months and 15 days after the close of the month in which dissolution or withdrawal takes place. If the corporation was inactive prior to that date, attach a statement to the tax return giving the date it became inactive.
- Filed tax returns remain subject to audit until the expiration of the statute of limitations.
- If the corporation does not file the tax returns, we may issue additional assessments.

We sent a copy of this Tax Clearance Certificate to the Secretary of State. Please retain this letter for your records.

PLEASE NOTE: By the expiration date above, the corporation must file all documents required by the Secretary of State to dissolve, withdraw, or merge. If the corporation does not complete this process, it will remain subject to the filing requirements of the Bank and Corporation Tax Law.

To obtain these documents, please write to:

SECRETARY OF STATE
1500 11th St., 3rd Floor
SACRAMENTO, CA 95814-5701

You can also call them at (916) 657-5448 or access their website at
www.sst.ca.gov

Franchise Tax Board
Telephone (800) 852-5711



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
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EXPIRATION DATE: MARCH 15, 2002

BRADLEY ARANT ROSE & WHITE LLP
TERRI A. SADBERRY
2001 PARK PLACE STE 1400
BIRMINGHAM, AL. 35203

ISSUED TO: RIO NORTE ESTE CO.
Entity ID 1076509

This letter certifies that all taxes imposed under the Bank and Corporation Tax Law on this corporation have been paid or are secured by bond, deposit, or other security.

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BRADLEY ARANT ROSE & WHITE LLP
TERRI A. SADBERRY
2001 PARK PLACE STE 1400
BIRMINGHAM, AL. 35203

ISSUED TO: KIRST CONSTRUCTION CO., INC.
Entity ID 0477689

This letter certifies that all taxes imposed under the Bank and Corporation Tax Law on this corporation have been paid or are secured by bond, deposit, or other security.

Please note the following:

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EXPIRATION DATE: MARCH 15, 2002

BRADLEY ARANT ROSE & WHITE LLP
TERRI A. SADBERRY
2001 PARK PLACE STE 1400
BIRMINGHAM, AL. 35203

ISSUED TO: RELIANCE TRANSPORT CO.
Entity ID 0445221

This letter certifies that all taxes imposed under the Bank and Corporation Tax Law on this corporation have been paid or are secured by bond, deposit, or other security.

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BRADLEY ARANT ROSE & WHITE LLP
TERRI A. SADBERRY
2001 PARK PLACE STE 1400
BIRMINGHAM, AL. 35203

ISSUED TO: CALMAT PROPERTIES CO.
Entity ID 0812582

This letter certifies that all taxes imposed under the Bank and Corporation Tax Law on this corporation have been paid or are secured by bond, deposit, or other security.

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TERRI A. SADBERRY
2001 PARK PLACE STE 1400
BIRMINGHAM, AL. 35203

ISSUED TO: SANGER ROCK AND SAND
Entity ID 0520195

This letter certifies that all taxes imposed under the Bank and Corporation Tax Law on this corporation have been paid or are secured by bond, deposit, or other security.

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STATE OF CALIFORNIA
FRANCHISE TAX BOARD
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SACRAMENTO, CA 95812-1468

TAX CLEARANCE CERTIFICATE

December 26, 2001

EXPIRATION DATE: MARCH 15, 2002

BRADLEY ARANT ROSE & WHITE LLP
TERRI A. SADBERRY
2001 PARK PLACE STE 1400
BIRMINGHAM, AL. 35203

ISSUED TO: CALMAT CO. OF ARIZONA, INC.
Entity ID 1363949

This letter certifies that all taxes imposed under the Bank and Corporation Tax Law on this corporation have been paid or are secured by bond, deposit, or other security.

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December 26, 2001

EXPIRATION DATE: MARCH 15, 2002

BRADLEY ARANT ROSE & WHITE LLP
TERRI A. SADBERRY
2001 PARK PLACE STE 1400
BIRMINGHAM, AL. 35203

ISSUED TO: CALMAT LAND CO.
Entity ID 1419517

This letter certifies that all taxes imposed under the Bank and Corporation Tax Law on this corporation have been paid or are secured by bond, deposit, or other security.

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STATE OF CALIFORNIA
FRANCHISE TAX BOARD
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TAX CLEARANCE CERTIFICATE

December 26, 2001

EXPIRATION DATE: MARCH 15, 2002

BRADLEY ARANT ROSE & WHITE LLP
TERRI A. SADBERRY
2001 PARK PLACE STE 1400
BIRMINGHAM, AL. 35203

ISSUED TO: CALMAT OF CENTRAL CALIFORNIA
Entity ID 0601337

This letter certifies that all taxes imposed under the Bank and Corporation Tax Law on this corporation have been paid or are secured by bond, deposit, or other security.

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STATE OF CALIFORNIA
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EXPIRATION DATE: MARCH 15, 2002

BRADLEY ARANT ROSE & WHITE LLP
TERRI A. SADBERRY
2001 PARK PLACE STE 1400
BIRMINGHAM, AL. 35203

ISSUED TO: SLOAN CANYON SAND CO.
Entity ID 0778029

This letter certifies that all taxes imposed under the Bank and Corporation Tax Law on this corporation have been paid or are secured by bond, deposit, or other security.

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- If the corporation does not file the tax returns, we may issue additional assessments.

We sent a copy of this Tax Clearance Certificate to the Secretary of State. Please retain this letter for your records.

PLEASE NOTE: By the expiration date above, the corporation must file all documents required by the Secretary of State to dissolve, withdraw, or merge. If the corporation does not complete this process, it will remain subject to the filing requirements of the Bank and Corporation Tax Law.

To obtain these documents, please write to:

SECRETARY OF STATE
1500 11th St., 3rd Floor
SACRAMENTO, CA 95814-5701

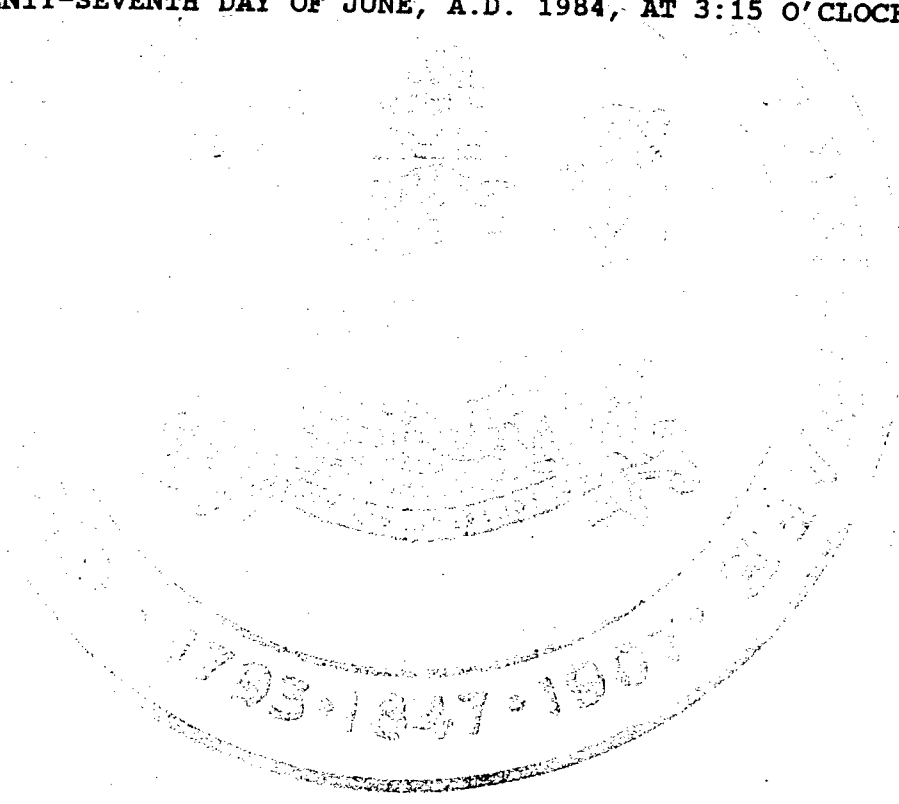
You can also call them at (916) 657-5448 or access their website at
WWW.SS.CA.GOV

Franchise Tax Board
Telephone (800) 852-5711

9

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "CONROCK CO.", CHANGING ITS NAME FROM "CONROCK CO." TO "CALMAT CO.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF JUNE, A.D. 1984, AT 3:15 O'CLOCK P.M.



Edward J. Freel

Edward J. Freel, Secretary of State

0251408 8100

981269291

AUTHENTICATION: 9190520

DATE: 07-10-98

8401790278

FILED

JUN 27 1984

3:15P

Allen C. Kuylen
SECRETARY OF STATE

RESTATED CERTIFICATE OF INCORPORATION
OF
CONROCK CO.

(Originally incorporated under the name
"Consolidated Rock Products Co." on January 28, 1929)

CONROCK CO. a corporation organized and existing
under and by virtue of the General Corporation Law of the
State of Delaware, DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of
Directors of Conrock Co., resolutions were duly adopted
setting forth proposed amendments to the Restated
Certificate of Incorporation of said corporation and
declaring said amendments advisable and directing that the
amendments be considered at a Special Meeting of
Shareholders called by the corporation. The Resolutions
setting forth the proposed amendments are as follows:

"RESOLVED that Article FIRST of the
Restated Certificate of Incorporation
of this corporation shall be amended
to read in full as follows:

FIRST: the name of the corporation
is CalMat Co.

RESOLVED, that Article FOURTH of
the Restated Certificate of
Incorporation of this corporation
shall be amended to read in full as
follows:

FOURTH: (A) The total number of
shares of all classes of capital stock
which this corporation shall have
authority to issue is Fifty-Five
Million (55,000,000) shares of which
Fifty Million (50,000,000) shares
shall be Common Stock, par value One
Dollar (\$1.00) per share, and Five
Million (5,000,000) shares shall be
Preferred Stock, par value One Dollar
(\$1.00) per share.

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(B) The Board of Directors is expressly authorized at any time, and from time to time, to provide for the issuance of shares of Preferred Stock in one or more series, with such voting powers, full or limited, or without voting powers, and with such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions providing for the issue thereof adopted by the Board of Directors, and as are not stated and expressed in this Certificate of Incorporation, or any amendment thereto, including (but without limiting the generality of the foregoing) the following:

- (1) The designation of and number of shares constituting such series;
- (2) The dividend rate of such series, the conditions and dates upon which such dividends shall be payable, the preference or relation which such dividends shall bear to the dividends payable on any other class or of any other class of capital stock or series thereof and whether such dividends shall be cumulative or noncumulative;
- (3) Whether the shares of such series shall be subject to redemption by the corporation, and, if made subject to such redemption, the times, prices and other terms and conditions of such redemption;
- (4) The terms and amount of any sinking fund provided for the

00003

purchase or redemption of the shares of such series;

(5) Whether or not the shares of such series shall be convertible into or exchangeable for shares of any other class or classes or of any other series of any class or classes of capital stock of this corporation, and, if provision be made for conversion or exchange, the times, prices, rates, adjustments, and other terms and conditions of such conversion or exchange;

(6) Whether or not the shares of such series shall have voting rights, in addition to the voting rights provided by law, and, if so, the terms and conditions of such voting rights;

(7) The restrictions, if any, on the issue or reissue of any additional Preferred Stock; and

(8) The rights of the holders of the shares of such series upon the dissolution of, or upon the distribution of assets of, the corporation.

(C) At all elections of directors of this corporation, each holder of Common Stock of its corporation shall be entitled to as many votes as shall equal the number of votes which, except for provisions of this Section (C), he would be entitled to cast for the election of directors with respect to his shares of Common Stock multiplied by the number of directors to be elected, and he may cast all of such votes for a single director or may distribute such votes among the number of directors to be voted for, or for any two or more of them as he may see fit.

(D) The Board of Directors may issue additional capital stock of the corporation, option rights or other securities having conversion or option rights without first offering them to the stockholders of any class.

(E) The corporation shall make, not less than once annually, periodic reports to its security holders, which reports shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice."

SECOND: That at a meeting of the Board of Directors of Conrock Co. a resolution was duly adopted setting forth a proposed Restated Certificate of Incorporation of said corporation (including said proposed amendments), declaring said Restated Certificate of Incorporation to be advisable to said corporation and its shareholders and proposing said Restated Certificate of Incorporation for approval at the Special Meeting of Shareholders called by said corporation. The resolution setting forth the Restated Certificate of Incorporation is as follows:

"RESOLVED, subject to shareholder approval of the Combination, that the Restated Certificate of Incorporation of this corporation be, and the same hereby is, amended to read in its entirety as set forth in the Restated Certificate of Incorporation of this corporation attached as Exhibit A hereto."

THIRD: That pursuant to a resolution of its Board of Directors, the Special Meeting of Shareholders of said corporation was duly called and held, upon notice and accordance with Section 222 of the General Corporation Law of the State of Delaware, at which meeting the necessary number of shares as required by statute were voted in favor of the Restated Certificate of Incorporation, including said amendments, set forth in Exhibit A hereto.

FOURTH: That the Restated Certificate of Incorporation of said corporation, including said amendments, was duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

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IN WITNESS WHEREOF, Conrock Co. has caused this Restated Certificate of Incorporation to be signed by William Jenkins, its President, and attested by Scott J Wilcott, its Secretary, this 27 day of June, 1984.

CONROCK CO.

By William Jenkins
William Jenkins
President

Attest:

Scott J. Wilcott
Scott J Wilcott
Secretary

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**RESTATED CERTIFICATE OF INCORPORATION
OF CONROCK CO.**

(originally incorporated under the name
"Consolidated Rock Products Co."
on January 28, 1929)

FIRST: The name of the corporation is CalMat Co..

SECOND: The address of its registered office in the State of Delaware is 306 South State St. in the City of Dover, County of Kent. The name of its registered agent at such address is the United States Corporation Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: (A) The total number of shares of all classes of capital stock which this corporation shall have authority to issue is Fifty-Five Million (\$5,000,000) shares of which Fifty Million (50,000,000) shares shall be Common Stock, par value One Dollar (\$1.00) per share, and Five Million (5,000,000) shares shall be Preferred Stock, par value One Dollar (\$1.00) per share.

(B) The Board of Directors is expressly authorized at any time, and from time to time, to provide for the issuance of shares of Preferred Stock in one or more series, with such voting powers, full or limited, or without voting powers, and with such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions providing for the issue thereof adopted by the Board of Directors, and as are not stated and expressed in this Certificate of Incorporation, or any amendment thereto, including (but without limiting the generality of the foregoing) the following:

- (1) The designation of and number of shares constituting such series;
- (2) The dividend rate of such series, the condition and dates upon which such dividends shall be payable, the preference or relation which such dividends shall bear to the dividends payable on any other class or classes or of any other class of capital stock or series thereof and whether such dividends shall be cumulative or noncumulative;
- (3) Whether the shares of such series shall be subject to redemption by the corporation, and, if made subject to such redemption, the times, prices and other terms and conditions of such redemption;
- (4) The terms and amount of any sinking fund provided for the purchase or redemption of the shares of such series;
- (5) Whether or not the shares of such series shall be convertible into or exchangeable for shares of any other class or classes or of any other series of any class or classes of capital stock of this corporation, and, if provision be made for conversion or exchange, the times, prices, rates, adjustments, and other terms and conditions of such conversion or exchange;
- (6) Whether or not the shares of such series shall have voting rights, in addition to the voting rights provided by law, and, if so, the terms and conditions of such voting rights;
- (7) The restrictions, if any, on the issue or reissue of any additional Preferred Stock; and
- (8) The rights of the holders of the shares of such series upon the dissolution of, or upon the distribution of assets of, the corporation.

00007

Exhibit A

(C) At all elections of directors of this corporation, each holder of Common Stock of this corporation shall be entitled to as many votes as shall equal the number of votes which, except for provisions of this Section (C), he would be entitled to cast for the election of directors with respect to his shares of Common Stock multiplied by the number of directors to be elected, and he may cast all of such votes for a single director or may distribute such votes among the number of directors to be voted for, or for any two or more of them as he may see fit.

(D) The Board of Directors may issue additional capital stock of the corporation, option rights or other securities having conversion or option rights without first offering them to the stockholders of any class.

(E) The corporation shall make, not less than once annually, periodic reports to its security holders, which reports shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice.

FIFTH: The corporation is to have perpetual existence.

SIXTH: All of the powers of this corporation, insofar as the same may be lawfully vested by this Certificate of Incorporation in the Board of Directors, are hereby conferred upon the Board of Directors of this corporation. In furtherance and not in limitation of that power, the Board of Directors shall have the power to make, adopt, alter, amend and repeal from time to time by-laws of this corporation, subject to the right of the shareholders entitled to vote with respect thereto to alter and repeal by-laws made by the Board of Directors.

SEVENTH: This corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, unless such right is specifically qualified in this Certificate of Incorporation or any amendments thereto, and all rights conferred upon stockholders herein are granted subject to this reservation.

EIGHTH: (A) The affirmative vote of the holders of not less than 60% of the outstanding shares of capital stock of this corporation, which shall include the affirmative vote of at least 50% of the outstanding shares of capital stock held by shareholders other than the "related person" (as hereinafter defined), shall be required for the approval or authorization of any "business combination" (as hereinafter defined) of this corporation with any related person: provided, however, that such 60% voting requirement shall not be applicable if:

(1) The business combination was approved by the Board of Directors of the corporation either (a) prior to the acquisition by such related person of the beneficial ownership of 5% or more of the outstanding shares of the capital stock of the corporation, or (b) after such acquisition, but only so long as such related person has sought and obtained the unanimous approval by the Board of Directors of such acquisition of more than 5% of the capital stock prior to such acquisition being consummated; or

(2) The business combination is solely between this corporation and another corporation, 50% or more of the voting stock of which is owned by this corporation and none of which is owned by a related person; provided that each shareholder of this corporation receives the same type of consideration in such transaction in proportion to his stockholdings.

(B) For the purposes of this Article EIGHTH:

(1) The term "business combination" shall mean (a) any merger, reorganization or consolidation of this corporation with or into a related person, (b) any sale, lease, exchange, transfer or other disposition, including without limitation, a mortgage or any other security device, of all or any substantial part of the assets of this corporation (including without limitation, any voting securities of a subsidiary) or of a subsidiary, to a related person, (c) any merger or consolidation of a related person with or into this corporation or subsidiary of this corporation, and (d) any sale, lease, exchange, transfer or other disposition of all or any substantial part of the assets of a related person to this corporation or a subsidiary of this corporation.

(2) The term "related person" shall mean and include any individual, corporation, partnership or other person or entity which, together with their "affiliates" and "associates" (defined below),

"beneficially" owns (as this term is defined in Rule 13d-3 of the General Rules and Regulations under the Securities Exchange Act of 1934), in the aggregate, five percent (5%) or more of the outstanding shares of the capital stock of this corporation, and any "affiliate" or "associate" (as those terms are defined in Rule 12b-2 under the Securities Exchange Act of 1934) of any such individual, corporation, partnership or other person or entity.

(3) The term "substantial part of the assets" shall mean assets having a fair market value or book value, whichever is greater, equal to 25% or more of the total assets as reflected on a balance sheet of the corporation as of a date no earlier than forty-five (45) days prior to any acquisition of such assets.

(4) Without limitation, any shares of capital stock of this corporation which any related person has the right to acquire pursuant to any agreement, or upon exercise of conversion rights, warrants or options, or otherwise, shall be deemed beneficially owned by such related person.

(C) The provisions set forth in this Article EIGHTH may not be repealed or amended in any respect, unless such action is approved by the affirmative vote of the holders of not less than 60% of the outstanding shares of capital stock of this corporation; provided, however, that if there is a related person (as defined herein), such 60% vote must include the affirmative vote of at least 50% of the outstanding shares of capital stock held by shareholders other than the related person.

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CALMAT CO.", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF APRIL, A.D. 1987, AT 9 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

0251408 8100

981269291

AUTHENTICATION: 9190521

DATE: 07-10-98

877120116

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
CALMAT CO.

FILED
9 AM
APR 30 1987

Michael Hale
SECRETARY OF STATE

It is hereby certified that:

1. The Restated Certificate of Incorporation of the corporation is hereby amended by:

a. striking out Article FOURTH thereof and substituting in lieu of said Article the following new Article:

"FOURTH: (A) The total number of shares of all classes of capital stock which this corporation shall have authority to issue is One Hundred and Five Million (105,000,000) shares, of which One Hundred Million (100,000,000) shares shall be Common Stock, par value One Dollar (\$1.00) per share, and Five Million (5,000,000) shares shall be Preferred Stock, par value One Dollar (\$1.00) per share.

"(B) The Board of Directors is expressly authorized at any time, and from time to time, to provide for the issuance of shares of Preferred Stock in one or more series, with such voting powers, full or limited, or without voting powers, and with such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions providing for the issue thereof adopted by the Board of Directors, and as are not stated and expressed in this Certificate of Incorporation, or any amendment thereto, including (but without limiting the generality of the foregoing) the following:

"(1) The designation of and number of shares constituting such series;

"(2) The dividend rate of such series, the conditions and dates upon which such dividends shall be payable, the preference or relation which such dividends shall bear to the dividends payable on any other class or classes or of any other class of capital stock or series thereof and whether such dividends shall be cumulative or noncumulative;

"(3) Whether the shares of such series shall be subject to redemption by the corporation, and, if made subject to such redemption, the times, prices and other terms and conditions of such redemption;

"(4) The terms and amount of any sinking fund provided for the purchase or redemption of the shares of such series;

"(5) Whether or not the shares of such series shall be convertible into or exchangeable for shares of any other class or classes or of any other series of any class or classes of capital stock of this corporation, and, if provision be made for conversion or exchange, the time, prices, rates, adjustments, and other terms and conditions of such conversion or exchange;

"(6) Whether or not the shares of such series shall have voting rights, in addition to the voting rights provided by law, and, if so, the terms and conditions of such voting rights;

"(7) The restrictions, if any, on the issue or reissue of any additional Preferred Stock; and

"(8) The rights of the holders of the shares of such series upon the dissolution of, or upon the distribution of assets of, the corporation.

"(C) At all elections of directors of this corporation, each holder of Common Stock of this corporation shall be entitled to as many votes as shall equal the number of votes which, except for provisions of this Section (C), he would be entitled to cast for the election of directors with respect to his shares of Common Stock multiplied by the number of directors to be elected, and he may cast all of such votes for a single director or may distribute such votes among the number of directors to be voted for, or for any two or more of them as he may see fit.

"(D) The Board of Directors may issue additional capital stock of the corporation, option rights or other securities having conversion or option rights without first offering them to the stockholders of any class.

"(E) The corporation shall make, not less than once annually, periodic reports to its security holders, which reports shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice."

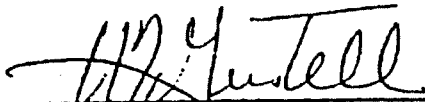
b. adding as totally new articles Articles NINTH and TENTH which read in full as follows:

"NINTH: A director of the corporation shall under no circumstances be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit."

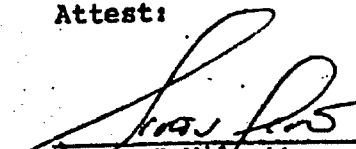
"TENTH: The corporation shall indemnify each officer and director of the corporation to the fullest extent allowed by law, except as otherwise provided in the corporation's By-laws."

2. The amendments of the Restated Certificate of Incorporation herein certified have been duly adopted in accordance with the provisions of Sections 222 and 242 of the General Corporation Law of the State of Delaware.

Signed and attested to on April 27, 1987.


A. Frederick Gerstell
President

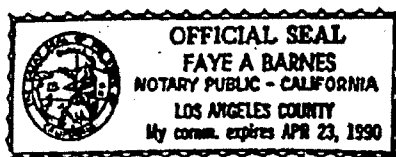
Attest:

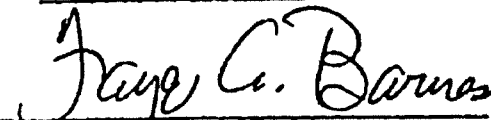

Scott J. Wilcott
Secretary

STATE OF CALIFORNIA)
) SS.:
COUNTY OF LOS ANGELES)

BE IT REMEMBERED that, on April 27, 1987, before me, a Notary Public duly authorized by law to take acknowledgement of deeds, personally came A. Frederick Gerstell, President of CalMat Co., who duly signed the foregoing instrument before and acknowledged that such signing is the act and deed of said corporation, and that the facts stated therein are true.

GIVEN under my hand on April 27, 1987.



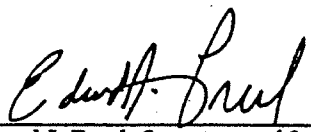

Notary Public

60005

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CALMAT CO.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF MAY, A.D. 1992, AT 9 O'CLOCK A.M.





Edward J. Freel, Secretary of State

0251408 8100

AUTHENTICATION: 9190525

981269291

DATE: 07-10-98

**CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION**

CalMat Co., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of CalMat Co., resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, That the Certificate of Incorporation of this corporation be amended by adding a new Article numbered "ELEVENTH"; said Article shall be and read in full as follows:

(a) The Company shall not engage in any transaction constituting "greenmail" as defined in subparagraph (b), below.

(b) For the purposes of this Article ELEVENTH, "greenmail" means "any consideration transferred by the Company (or any person acting in concert with the Company) to directly or indirectly acquire stock of the Company from any stockholder if:

(1) such stockholder held such stock (as determined under Internal Revenue Code Section 1223 as in effect on November 14, 1989) for less than 2 years before entering into the agreement to make the transfer,

(2) at some time during the 2-year period ending on the date of such acquisition:

(a) such stockholder,

(b) any person acting in concert with such stockholder, or

(c) any person who is related to such stockholder or person described in subparagraph (b), made or threatened to make a public tender offer for stock of the Company, and

(3) such acquisition is pursuant to an offer which was not made on the same terms to all stockholders."

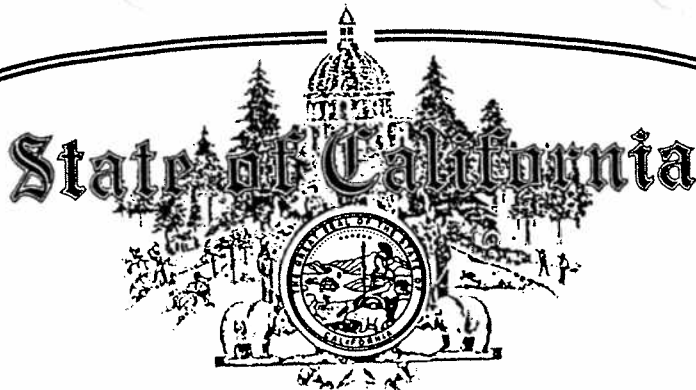
(c) For purposes of this Article ELEVENTH:

(1) the term "public tender offer" means any offer to purchase or otherwise acquire stock or assets in the Company if such offer was or would be required to be filed or registered with any federal or state agency regulating securities;

(2) a person is related to another person if the relationship between such persons would result in the disallowance of losses under IRC Section 267 or 707(b) (as in effect on November 14, 1989); and

(3) payments made in connection with, or in transactions related to, an acquisition of stock shall be treated as paid in such an acquisition.

(d) The Board of Directors shall have the power to determine, for the purposes of this Article ELEVENTH, on the basis of information available to the Board of Directors, whether Article ELEVENTH is applicable to any transaction, and such determination shall be made in good faith and be conclusive and binding for all purposes of this Article ELEVENTH.



**SECRETARY OF STATE
CERTIFICATE OF STATUS
FOREIGN CORPORATION**

I, BILL JONES, Secretary of State of the State of California, hereby certify:

That on the **5TH day of FEBRUARY, 1929, CALMAT CO.**, a corporation organized and existing under the laws of **DELAWARE**, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in this State; and

That the above corporation is entitled to transact intrastate business in the State of California as of the date of this certificate, however, subject to any licensing requirements otherwise imposed by the laws of this State; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day
of August 4, 1999.

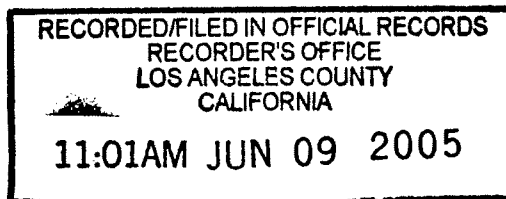


Bill Jones
BILL JONES
Secretary of State

10

This page is part of your document - DO NOT DISCARD

05 1355501



TITLE(S) : Fictitious Name Statement



FEE

\$18.00

D.T.T.

CODE
20

CODE
19

CODE
9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

A Your Return Mailing Address

Name: Vulcan Materials Company,
Western Division

Address: 3200 San Fernando Road
Los Angeles, CA 90065

City: State: Zip Code:

Attn. Legal Dept.

REGISTRAR - RECORDER / COUNTY CLERK's FILING STAMP

05 1355501

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☐ First Filing ☒ Renewal Filing

Check one only

FICTITIOUS BUSINESS NAME STATEMENT

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS: (Attach additional pages if required)

2	Fictitious Business Name(s) 1. Vulcan Materials Company, Western Division 2.	3. Articles of Incorporation or Organization Number (if applicable) AI #/ON
3	Street Address, City & State of Principal Place of Business in California (P.O. Box alone not acceptable) 3200 San Fernando Road, Los Angeles, CA 90065	
4	Full name of Registrant / Corporation / Limited Liability Company CalMat Co. Delaware (if corporation - incorporated in what state)	
4A	Residence Street Address (P.O. Box not accepted) City 3200 San Fernando Road	State L.A. Zip Code CA 90065
4B	Full name of Registrant / Corporation / Limited Liability Company (if corporation - incorporated in what state)	
4B	Residence Street Address (P.O. Box not accepted) City	State Zip Code
4B	Full name of Registrant / Corporation / Limited Liability Company (if corporation - incorporated in what state)	
4B	Residence Street Address (P.O. Box not accepted) City	State Zip Code
5	This Business is conducted by: () an individual () a general partnership () joint venture () a business trust () co-partners () husband and wife (X) a corporation () a limited partnership (check one only) () an unincorporated association other than a partnership () a limited liability company () Other	
6	(X) The registrant commenced to transact business under the fictitious business name or names listed on (Date): 10/09/00 () Registrant has not yet begun to transact business under the fictitious business name or names listed herein.	
7	I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)	
8	Signature of Registrant(s) Signature type/print name Signature type/print name Signature type/print name Signature type/print name	
8A	If Registrant is a CORPORATION or LLC, sign below CalMat Co. Corporation Name / Limited Liability Company Signature Vice President Brian W. Ferris Type or Print Name	

This statement was filed with the County Clerk of **LOS ANGELES** County on date indicated by file stamp above.

NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE YEARS FROM DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO THAT DATE. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law. (See Section 14411 et seq., Business and Professions Code)

REGISTRAR - RECORDER/COUNTY CLERK
BUSINESS FILING AND REGISTRATION
P.O. BOX 53592, LOS ANGELES, CA 90053-0592
PH: (562) 462-2177

FILING FEE: \$23.00 for 1 FBN and 2 registrants
plus \$4.00 for each additional FBN/registrant
RENEWAL FILING FEE: \$18.00
REFER TO THE BACK OF FORM FOR INSTRUCTIONS

FORM # 76F286D-F029 (Rev. 5/04)

JUL 14 2005

This space for filing stamp only

(When required)
RECORDING REQUESTED BY AND MAIL TO:

DAILY COMMERCE
- SINCE 1917 -

915 E FIRST ST, LOS ANGELES, CA 90012
Mailing Address: P.O. Box 54026, Los Angeles, California 90054-0026
Telephone (213) 229-5300 / Fax (213) 680-3682

ANNIE
VULCAN MATERIALS CO
3200 SAN FERNANDO RD
LOS ANGELES, CA - 90065-1415

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of Los Angeles) ss

Notice Type: FNS - FICTITIOUS BUSINESS NAME

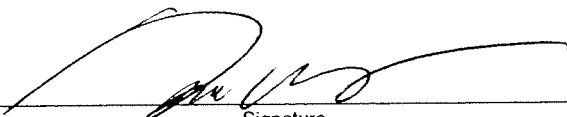
Ad Description: VULCAN MATERIALS COMPANY, WESTERN DIVISION

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the DAILY COMMERCE, a newspaper published in the English language in the city of LOS ANGELES, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 10/30/1981, Case No. 599760. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

06/13/2005, 06/20/2005, 06/27/2005, 07/05/2005

Executed on: 07/05/2005
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.


Signature

COPY of Document Recorded
05-1663117

Has not been compared with original.
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR-RECORDER

DC#: 828890

FICTITIOUS BUSINESS NAME STATEMENT

File No. 051355501
The following person(s) is (are) doing
business as:

VULCAN MATERIALS COMPANY,
WESTERN DIVISION, 3200 San
Fernando Road, Los Angeles, CA 90065.
CalMat Co., Delaware, 3200 San
Fernando Road, L.A., CA 90065.

This business is conducted by a
corporation.

The registrant(s) commenced to transact
business under the fictitious business
name or names listed above on 10/09/00.

I declare that all information in this
statement is true and correct. (A registrant
who declares as true information which he
or she knows to be false is guilty of a
crime.)

CALMAT CO.
S/BRIAN W. FERRIS, Vice President
This statement was filed with the County
Clerk of Los Angeles County on June 09,
2005.

NOTICE: This Fictitious Name Statement
expires five years from the date it was
filed in the office of the County Clerk. A
New Fictitious Business Name Statement
must be filed before that time.

The filing of this statement does not of
itself authorize the use in this state of a
Fictitious Business Name in violation of
the rights of another under Federal, State,
or common law (See Section 14411 et
seq., Business and Professions Code).

Renewal Filing
06/13/2005, 06/20/2005, 06/27/2005,
07/05/2005

DC-828890#